

HOUSE BILL NO. 942

INTRODUCED BY G. BECK, WHALEN, LEE, CROMLEY,
J. RICE, LARSON

IN THE HOUSE

FEBRUARY 19, 1991	INTRODUCED AND REFERRED TO COMMITTEE ON JUDICIARY.
	FIRST READING.
FEBRUARY 22, 1991	COMMITTEE RECOMMEND BILL DO PASS. REPORT ADOPTED.
FEBRUARY 23, 1991	PRINTING REPORT.
FEBRUARY 25, 1991	SECOND READING, DO PASS.
	ENGROSSING REPORT.
FEBRUARY 26, 1991	THIRD READING, PASSED. AYES, 99; NOES, 0.
	TRANSMITTED TO SENATE.

IN THE SENATE

FEBRUARY 26, 1991	INTRODUCED AND REFERRED TO COMMITTEE ON JUDICIARY.
	FIRST READING.
APRIL 1, 1991	COMMITTEE RECOMMEND BILL BE CONCURRED IN AS AMENDED. REPORT ADOPTED.
APRIL 4, 1991	SECOND READING, CONCURRED IN.
APRIL 5, 1991	THIRD READING, CONCURRED IN. AYES, 50; NOES, 0.
	RETURNED TO HOUSE WITH AMENDMENTS.

IN THE HOUSE

APRIL 10, 1991	RECEIVED FROM SENATE.
	SECOND READING, AMENDMENTS CONCURRED IN.

APRIL 11, 1991

THIRD READING, AMENDMENTS
CONCURRED IN.

SENT TO ENROLLING.

REPORTED CORRECTLY ENROLLED.

1 *HOUSE* BILL NO. *942*
 2 INTRODUCED BY *Jeffrey B. Whalen*
 3 *Paul K. Larson*
 4 A BILL FOR AN ACT ENTITLED: "AN ACT CREATING A STATUTORY
 5 SHORT FORM POWER OF ATTORNEY; PROVIDING FOR THE FORM,
 6 CONSTRUCTION, AND MODIFICATION OF THE POWER OF ATTORNEY; AND
 7 PROVIDING AN IMMEDIATE EFFECTIVE DATE."

8
 9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:
 10 NEW SECTION. **Section 1.** Statutory short form of
 11 general power of attorney -- formal requirements -- joint
 12 agents. (1) The use of the following form in the creation of
 13 a power of attorney is lawful, and when used, the form must
 14 be construed in accordance with the provisions of [sections
 15 1 through 16]:

16 NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD
 17 AND SWEEPING. THEY ARE DEFINED IN [SECTIONS 2 THROUGH 16].
 18 IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN
 19 COMPETENT ADVICE. THE USE OF ANY OTHER OR DIFFERENT FORM OF
 20 POWER OF ATTORNEY DESIRED BY THE PARTIES IS ALSO PERMITTED.
 21 THIS POWER OF ATTORNEY MAY BE REVOKED BY YOU IF YOU LATER
 22 WISH TO DO SO. THIS POWER OF ATTORNEY AUTHORIZES BUT DOES
 23 NOT REQUIRE THE ATTORNEY-IN-FACT TO ACT FOR YOU.

24 Know all by these presents, which are intended to
 25 constitute a STATUTORY SHORT FORM POWER OF ATTORNEY pursuant

1 to this section:

2 That I (insert name and address of
 3 the principal) do hereby appoint
 4 (insert name and address of the attorney-in-fact or each
 5 attorney-in-fact if more than one is designated) my
 6 attorney(s)-in-fact to act (jointly):

7 (NOTE: If more than one attorney-in-fact is designated
 8 and the principal wishes each attorney-in-fact alone to be
 9 able to exercise the power conferred, delete the word
 10 "jointly". Failure to delete the word "jointly" will require
 11 the attorneys-in-fact to act unanimously.)

12 First: in my name, place, and stead in any way that I
 13 myself could do, if I were personally present, with respect
 14 to the following matters as each of them is defined in
 15 [sections 2 through 16]:

16 (To grant to the attorney-in-fact any of the following
 17 powers, make a check or "X" in the line in front of each
 18 power being granted. To delete any of the following powers,
 19 do not make a check or "X" in the line in front of the
 20 power. You may, but need not, cross out each power being
 21 deleted with a line drawn through it (or in similar
 22 fashion). Failure to make a check or "X" in the line in
 23 front of the power will have the effect of deleting the
 24 power unless the line in front of the power of (O) is
 25 checked or X-ed.)

1 Check or "X"

2 (A) real property transactions;

3 (B) tangible personal property transactions;

4 (C) bond, share, and commodity transactions;

5 (D) banking transactions;

6 (E) business operating transactions;

7 (F) insurance transactions;

8 (G) beneficiary transactions;

9 (H) gift transactions;

10 (I) fiduciary transactions;

11 (J) claims and litigation;

12 (K) family maintenance;

13 (L) benefits from military service;

14 (M) records, reports, and statements;

15 (N) all other matters;

16 (O) all of the powers listed in (A) through (N).

17 Second: (You must indicate below whether or not this

18 power of attorney will be effective if you become

19 incompetent. Make a check or "X" in the line in front of the

20 statement that expresses your intent.)

21 This power of attorney shall continue to be

22 effective if I become incompetent. It shall not be affected

23 by my later disability or incompetency.

24 This power of attorney shall not be effective if I

25 become incompetent.

1 Third: (You must indicate below whether or not this

2 power of attorney authorizes the attorney-in-fact to

3 transfer your property directly to the attorney-in-fact.

4 Make a check or "X" in the line in front of the statement

5 that expresses your intent.)

6 This power of attorney authorizes the

7 attorney-in-fact to receive the transfer directly.

8 This power of attorney does not authorize the

9 attorney-in-fact to receive the transfer directly.

10 In witness whereof I have hereunto signed my name this

11 day of, 19...

12

13 (Signature of Principal)

14 (Acknowledgment)

15 Specimen Signature of Attorney(s)-in-Fact

16

17

18 (2) Any of the powers of the form in subsection (1)

19 that are not checked or X-ed are withheld by the principal

20 from the attorney-in-fact unless the power of (O) on the

21 form in subsection (1) is checked or X-ed. The withholding

22 by the principal from the attorney-in-fact of any of the

23 powers of (A) through (M), in addition to the withholding of

24 the power of (O), on the form in subsection (1)

25 automatically constitutes withholding of the powers of (N).

1 (3) To constitute a "statutory short form power of
2 attorney", as this phrase is used in [sections 1 through 16]
3 the wording and content of the form in subsection (1) must
4 be duplicated exactly, the notices must appear in a
5 conspicuous place and manner, the second and third parts
6 must be properly completed, and the signature of the
7 principal must be acknowledged.

8 (4) All powers enumerated in [sections 2 through 16]
9 may be legally performed by an attorney-in-fact acting on
10 behalf of a principal.

11 NEW SECTION. **Section 2. Real property transactions.**

12 (1) In a statutory short form power of attorney, the
13 language conferring general authority with respect to real
14 property transactions means that the principal authorizes
15 the attorney-in-fact:

16 (a) to accept as a gift or as security for a loan or to
17 reject, demand, buy, lease, receive, or otherwise acquire
18 either ownership or possession of any estate or interest in
19 real property;

20 (b) to sell, exchange, convey either with or without
21 covenants, quitclaim, release, surrender, mortgage,
22 encumber, partition or consent to the partitioning, plat or
23 consent to platting, grant options concerning, lease or
24 sublet, or otherwise dispose of any estate or interest in
25 real property;

1 (c) to release in whole or in part, assign the whole or
2 a part of, satisfy in whole or in part, and enforce by
3 action, proceeding, or otherwise any mortgage, encumbrance,
4 lien, or other claim to real property that exists or is
5 claimed to exist in favor of the principal;

6 (d) to do any act of management or of conservation with
7 respect to any estate or interest in real property owned or
8 claimed to be owned by the principal, including, by way of
9 illustration but not of restriction, power to insure against
10 any casualty, liability, or loss; to obtain or regain
11 possession or protect the estate or interest by action,
12 proceeding, or otherwise; to pay, compromise, or contest
13 taxes or assessments; to apply for and receive refunds in
14 connection with taxes or assessments; and to purchase
15 supplies, hire assistance or labor, and make repairs or
16 alterations in the structures or lands;

17 (e) to use in any way, develop, modify, alter, replace,
18 remove, erect, or install structures or other improvements
19 upon any real property in which the principal has or claims
20 to have any estate or interest;

21 (f) to demand, receive, or obtain by action,
22 proceeding, or otherwise any money or other thing of value
23 to which the principal is, may become, or may claim to be
24 entitled as the proceeds of an interest in real property or
25 of one or more of the transactions enumerated in this

section; to conserve, invest, disburse, or utilize anything received for purposes enumerated in this section; and to reimburse the attorney-in-fact for any expenditures properly made by the attorney-in-fact in the execution of the powers conferred on the attorney-in-fact by the statutory short form power of attorney;

(g) to participate in any reorganization with respect to real property and receive and hold any shares of stock or instrument of similar character received in accordance with a plan of reorganization and to act with respect to the shares, including, by way of illustration but not of restriction, power to sell or to otherwise dispose of the shares; to exercise or sell any option, conversion, or similar right with respect to the shares, and to vote on the shares in person or by the granting of a proxy;

(h) to agree and contract, in any manner, with any person, and on any terms that the attorney-in-fact may select, for the accomplishment of any of the purposes enumerated in this section and to perform, rescind, reform, release, or modify an agreement, contract, or any other similar agreement or contract made by or on behalf of the principal;

(i) to execute, acknowledge, seal, and deliver any deed, revocation, mortgage, lease, notice, check, or other instrument that the attorney-in-fact considers useful for

the accomplishment of any of the purposes enumerated in this section;

(j) to prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any claim existing in favor of or against the principal based on or involving any real estate transaction or to intervene in any action or proceeding relating to the claim;

(k) to hire, discharge, and compensate any attorney, accountant, expert witness, or other assistant when the attorney-in-fact considers that action to be desirable for the proper execution of any of the powers described in this section and for the keeping of needed records; and

(1) in general and in addition to all the specific acts in this section, to do any other act with respect to any estate or interest in real property.

(2) All powers described in this section are exercisable equally with respect to any estate or interest in real property owned by the principal at the giving of the power of attorney or acquired after that time, whether located in Montana or elsewhere.

NEW SECTION. Section 3. Tangible personal property transactions. (1) In a statutory short form power of attorney, the language conferring general authority with respect to tangible personal property transactions means that the principal authorizes the attorney-in-fact:

1 (a) to accept as a gift or as security for a loan or to
2 reject, demand, buy, receive, or otherwise acquire either
3 ownership or possession of any tangible personal property or
4 any interest in tangible personal property;

5 (b) to sell, exchange, convey either with or without
6 covenants, release, surrender, mortgage, encumber, pledge,
7 hypothecate, pawn, grant options concerning, lease or sublet
8 to others, or otherwise dispose of any tangible personal
9 property or any interest in any tangible personal property;

10 (c) to release in whole or in part, assign the whole or
11 a part of, satisfy in whole or in part, and enforce by
12 action, proceeding, or otherwise any mortgage, encumbrance,
13 lien, or other claim that exists or is claimed to exist in
14 favor of the principal with respect to any tangible personal
15 property or any interest in tangible personal property;

16 (d) to do any act of management or of conservation with
17 respect to any tangible personal property or to any interest
18 in any tangible personal property owned or claimed to be
19 owned by the principal, including, by way of illustration
20 but not of restriction, power to insure against any
21 casualty, liability, or loss; to obtain or regain possession
22 or protect the tangible personal property or interest in any
23 tangible personal property by action, proceeding, or
24 otherwise; to pay, compromise, or contest taxes or
25 assessments; and to apply for and receive refunds in

1 connection with taxes or assessments, move from place to
2 place, store for hire or on a gratuitous bailment, use,
3 alter, and make repairs or alterations of any tangible
4 personal property or interest in any tangible personal
5 property;

6 (e) to demand, receive, or obtain by action,
7 proceeding, or otherwise any money or other thing of value
8 to which the principal is, may become, or may claim to be
9 entitled as the proceeds of any tangible personal property
10 or of any interest in any tangible personal property or of
11 one or more of the transactions enumerated in this section;
12 to conserve, invest, disburse, or utilize anything received
13 for purposes enumerated in this section; and to reimburse
14 the attorney-in-fact for any expenditures properly made by
15 the attorney-in-fact in the execution of the powers
16 conferred on the attorney-in-fact by the statutory short
17 form power of attorney;

18 (f) to agree and contract, in any manner, with any
19 person, and on any terms that the attorney-in-fact may
20 select, for the accomplishment of any of the purposes
21 enumerated in this section and to perform, rescind, reform,
22 release, or modify any agreement or contract or any other
23 similar agreement or contract made by or on behalf of the
24 principal;

25 (g) to execute, acknowledge, seal, and deliver any

conveyance, mortgage, lease, notice, check, or other instrument that the attorney-in-fact considers useful for the accomplishment of any of the purposes enumerated in this section;

(h) to prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any claim existing in favor of or against the principal based on or involving any tangible personal property transaction or to intervene in any action or proceeding relating to a claim;

(i) to hire, discharge, and compensate any attorney, accountant, expert witness, or other assistant when the attorney-in-fact considers that action to be desirable for the proper execution by the attorney-in-fact of any of the powers described in this section and for the keeping of needed records; and

(j) in general and in addition to all the specific acts listed in this section, to do any other acts with respect to any tangible personal property or interest in any tangible personal property.

(2) All powers described in this section are exercisable equally with respect to any tangible personal property or interest in any tangible personal property owned by the principal at the giving of the power of attorney or acquired after that time, whether located in Montana or

elsewhere.

NEW SECTION. Section 4. Bond, share, and commodity

transactions. (1) In a statutory short form power of attorney, the language conferring general authority with respect to bond, share, and commodity transactions means that the principal authorizes the attorney-in-fact:

(a) to accept as a gift or as security for a loan or to reject, demand, buy, receive, or otherwise acquire either ownership or possession of any bond, share, instrument of similar character, commodity interest, or any instrument with respect to the bond, share, or interest, together with the interest, dividends, proceeds, or other distributions connected with any of those instruments;

(b) to sell or sell short and to exchange, transfer either with or without a guaranty, release, surrender, hypothecate, pledge, grant options concerning, loan, trade in, or otherwise to dispose of any bond, share, instrument of similar character, commodity interest, or any instrument with respect to the bond, share, or interest;

(c) to release in whole or in part, assign the whole or a part of, satisfy in whole or in part, and enforce by action, proceeding, or otherwise any pledge, encumbrance, lien, or other claim as to any bond, share, instrument of similar character, commodity interest, or any interest with respect to the bond, share, or interest when the pledge,

1 encumbrance, lien, or other claim is owned or claimed to be
2 owned by the principal;

3 (d) to do any act of management or of conservation with
4 respect to any bond, share, instrument of similar character,
5 commodity interest, or any instrument with respect to the
6 interest owned or claimed to be owned by the principal or in
7 which the principal has or claims to have an interest,
8 including, by way of illustration but not of restriction,
9 power to insure against any casualty, liability, or loss; to
10 obtain or regain possession or protect the principal's
11 interest by action, proceeding, or otherwise; to pay,
12 compromise, or contest taxes or assessments; to apply for
13 and receive refunds in connection with taxes or assessments;
14 to consent to and participate in any reorganization,
15 recapitalization, liquidation, merger, consolidation, sale,
16 lease, or other change in or revival of a corporation or
17 other association, in the financial structure of any
18 corporation or other association, or in the priorities,
19 voting rights, or other special rights with respect to the
20 corporation or association; to become a depositor with any
21 protective, reorganization, or similar committee of the
22 bond, share, other instrument of similar character,
23 commodity interest, or any instrument with respect to the
24 bond, share, or interest belonging to the principal; to make
25 any payments reasonably incident to the foregoing; to

1 exercise or sell any option, conversion, or similar right;
2 to vote in person or by the granting of a proxy with or
3 without the power of substitution, either discretionary,
4 general, or otherwise, for the accomplishment of any of the
5 purposes enumerated in this section;

6 (e) to carry in the name of a nominee selected by the
7 attorney-in-fact any evidence of the ownership of any bond,
8 share, other instrument of similar character, commodity
9 interest, or instrument with respect to the bond, share, or
10 interest, belonging to the principal;

11 (f) to employ, in any way believed to be desirable by
12 the attorney-in-fact, any bond, share, other instrument of
13 similar character, commodity interest, or any instrument
14 with respect to the bond, share, or interest in which the
15 principal has or claims to have any interest for the
16 protection or continued operation of any speculative or
17 margin transaction personally begun or personally
18 guaranteed, in whole or in part, by the principal;

19 (g) to demand, receive, or obtain by action,
20 proceeding, or otherwise any money or other thing of value
21 to which the principal is, may become, or may claim to be
22 entitled as the proceeds of any interest in a bond, share,
23 other instrument of similar character, commodity interest,
24 or any instrument with respect to the bond, share, interest,
25 or of one or more of the transactions enumerated in this

section; to conserve, invest, disburse, or utilize anything received for purposes enumerated in this section; and to reimburse the attorney-in-fact for any expenditures properly made by the attorney-in-fact in the execution of the powers conferred on the attorney-in-fact by the statutory short form power of attorney;

(h) to agree and contract, in any manner, with any broker or other person, and on any terms that the attorney-in-fact selects, for the accomplishment of any of the purposes enumerated in this section and to perform, rescind, reform, release, or modify the agreement or contract or any other similar agreement made by or on behalf of the principal;

(i) to execute, acknowledge, seal, and deliver any consent, agreement, authorization, assignment, revocation, notice, waiver of notice, check, or other instrument that the attorney-in-fact considers useful for the accomplishment of any of the purposes enumerated in this section;

(j) to execute, acknowledge, and file any report or certificate required by law or governmental regulation;

(k) to prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any claim existing in favor of or against the principal based on or involving any bond, share, or commodity transaction or to intervene in any related action or

proceeding;

(l) to hire, discharge, and compensate any attorney, accountant, expert witness, or other assistant when the attorney-in-fact considers that action to be desirable for the proper execution of any of the powers described in this section and for the keeping of needed records; and

(m) in general and in addition to all the specific acts listed in this section, to do any other acts with respect to any interest in any bond, share, other instrument of similar character, commodity interest, or instrument with respect to a commodity.

(2) All powers described in this section are exercisable equally with respect to any interest in any bond, share, instrument of similar character, commodity interest, or instrument with respect to a commodity owned by the principal at the giving of the power of attorney or acquired after that time, whether located in Montana or elsewhere.

NEW SECTION. Section 5. Banking transactions. (1) In a statutory short form power of attorney, the language conferring general authority with respect to banking transactions means that the principal authorizes the attorney-in-fact:

(a) to continue, modify, and terminate any deposit account or other banking arrangement made by or on behalf of

1 the principal prior to the execution of the power of
2 attorney;

3 (b) to open in the name of the principal alone or in a
4 way that clearly evidences the principal and
5 attorney-in-fact relationship a deposit account of any type
6 with any bank, trust company, savings and loan association,
7 credit union, thrift company, brokerage firm, or other
8 institution that serves as a depository for funds selected
9 by the attorney-in-fact; to hire safe deposit box or vault
10 space; and to make other contracts for the procuring of
11 other services made available by the banking institution as
12 the attorney-in-fact considers desirable;

13 (c) to make, sign, and deliver checks or drafts for any
14 purpose and to withdraw by check, order, or otherwise any
15 funds or property of the principal deposited with or left in
16 the custody of any banking institution, wherever located,
17 either before or after the execution of the power of
18 attorney;

19 (d) to prepare any necessary financial statements of
20 the assets and liabilities or income and expenses of the
21 principal for submission to any banking institution;

22 (e) to receive statements, vouchers, notices, or other
23 documents from any banking institution and to act with
24 respect to them;

25 (F) to enter at any time any safe deposit box or vault

1 that the principal could enter if personally present;

2 (g) to borrow money at any interest rate the
3 attorney-in-fact selects; to pledge as security any assets
4 of the principal the attorney-in-fact considers desirable or
5 necessary for borrowing; and to pay, renew, or extend the
6 time of payment of any debt of the principal;

7 (h) to make, assign, draw, endorse, discount,
8 guarantee, and negotiate all promissory notes, bills of
9 exchange, checks, drafts, or other negotiable or
10 nonnegotiable paper of the principal or payable to the
11 principal or the principal's order; to receive the cash or
12 other proceeds of any of those transactions; and to accept
13 any bill of exchange or draft drawn by any person upon the
14 principal and pay it when due;

15 (i) to receive for the principal and to deal in and to
16 deal with any sight draft, warehouse receipt, or other
17 negotiable or nonnegotiable instrument in which the
18 principal has or claims to have an interest;

19 (j) to apply for and to receive letters of credit from
20 any banking institution selected by the attorney-in-fact,
21 giving indemnity or other agreement in connection with the
22 letters of credit that the attorney-in-fact considers
23 desirable or necessary;

24 (k) to consent to an extension in the time of payment
25 with respect to any commercial paper or any banking

1 transaction in which the principal has an interest or by
2 which the principal is or might be affected in any way;

3 (1) to demand, receive, obtain by action, proceeding,
4 or otherwise any money or other thing of value to which the
5 principal is, may become, or may claim to be entitled as the
6 proceeds of any banking transaction and to reimburse the
7 attorney-in-fact for any expenditures properly made in the
8 execution of the powers conferred upon the attorney-in-fact
9 by the statutory short form power of attorney;

10 (m) to execute, acknowledge, and deliver any instrument
11 of any kind, in the name of the principal or otherwise, that
12 the attorney-in-fact considers useful for the accomplishment
13 of any of the purposes enumerated in this section;

14 (n) to prosecute, defend, submit to arbitration,
15 settle, and propose or accept a compromise with respect to
16 any claim existing in favor of or against the principal
17 based on or involving any banking transaction or to
18 intervene in any related action or proceeding;

19 (o) to hire, discharge, and compensate any attorney,
20 accountant, expert witness, or other assistant when the
21 attorney-in-fact considers that action to be desirable for
22 the proper execution of any of the powers described in this
23 section and for the keeping of needed records; and

24 (p) in general and in addition to all the specific acts
25 listed in this section, to do any other acts in connection

1 with any banking transaction that does or may in any way
2 affect the financial or other interests of the principal.

3 (2) All powers described in this section are
4 exercisable equally with respect to any banking transaction
5 engaged in by the principal at the giving of the power of
6 attorney or engaged in after that time, whether conducted in
7 Montana or elsewhere.

8 NEW SECTION. **Section 6. Business operating**
9 **transactions.** (1) In a statutory short form power of
10 attorney, the language conferring general authority with
11 respect to business operating transactions means that the
12 principal authorizes the attorney-in-fact:

13 (a) to discharge and perform any duty or liability and
14 also to exercise any right, power, privilege, or option that
15 the principal has or claims to have under any partnership
16 agreement whether the principal is a general or limited
17 partner; to enforce the terms of a partnership agreement for
18 the protection of the principal, by action, proceeding, or
19 otherwise, as the attorney-in-fact considers desirable or
20 necessary; and to defend, submit to arbitration, settle, or
21 compromise any action or other legal proceeding to which the
22 principal is a party because of membership in the
23 partnership;

24 (b) to exercise in person or by proxy or to enforce by
25 action, proceeding, or otherwise, any right, power,

1 privilege, or option that the principal has as the holder of
 2 any bond, share, or other instrument of similar character
 3 and to defend, submit to arbitration, settle, or compromise
 4 any action or other legal proceeding to which the principal
 5 is a party because of a bond, share, or other instrument of
 6 similar character;

7 (c) with respect to any business enterprise that is
 8 owned solely by the principal:

9 (i) to continue, modify, renegotiate, extend, and
 10 terminate any contractual arrangements made with any person,
 11 entity, firm, association, or corporation by or on behalf of
 12 the principal with respect to the business enterprise prior
 13 to the granting of the power of attorney;

14 (ii) to determine the policy of the business enterprise
 15 as to the location of the site or sites to be used for its
 16 operation; the nature and extent of the business to be
 17 undertaken by it; the methods of manufacturing, selling,
 18 merchandising, financing, accounting, and advertising to be
 19 employed in its operation; the amount and types of insurance
 20 to be carried; the mode of securing, compensating, and
 21 dealing with accountants, attorneys, servants, and other
 22 agents and employees required for its operation; and to
 23 agree and to contract in any manner, with any person, and on
 24 any terms that the attorney-in-fact considers desirable or
 25 necessary for effectuating any or all of the decisions of

1 the attorney-in-fact as to policy and to perform, rescind,
 2 reform, release, or modify the agreement or contract or any
 3 other similar agreement or contract made by or on behalf of
 4 the principal;

5 (iii) to change the name or form of organization under
 6 which the business enterprise is operated and to enter into
 7 a partnership agreement with other persons or to organize a
 8 corporation to take over the operation of the business or
 9 any part of the business, as the attorney-in-fact considers
 10 desirable or necessary; and

11 (iv) to demand and receive all money that is or may
 12 become due to the principal or that may be claimed by or for
 13 the principal in the operation of the business enterprise;
 14 to control and disburse the funds in the operation of the
 15 enterprise in any way that the attorney-in-fact considers
 16 desirable or necessary, and to engage in any banking
 17 transactions that the attorney-in-fact considers desirable
 18 or necessary for effectuating the execution of any of the
 19 powers of the attorney-in-fact described in this subsection
 20 (1)(c);

21 (d) to prepare, sign, file, and deliver all reports,
 22 compilations of information, returns, or other papers with
 23 respect to any business operating transaction of the
 24 principal that are required by any governmental agency,
 25 department, or instrumentality or that the attorney-in-fact

1 considers desirable or necessary for any purpose and to make
2 any related payments;

3 (e) to pay, compromise, or contest taxes or assessments
4 and to do any act or acts that the attorney-in-fact
5 considers desirable or necessary to protect the principal
6 from illegal or unnecessary taxation, fines, penalties, or
7 assessments in connection with the principal's business
8 operations, including power to attempt to recover, in any
9 manner permitted by law, sums paid before or after the
10 execution of the power of attorney as taxes, fines,
11 penalties, or assessments;

12 (f) to demand, receive, or obtain by action,
13 proceeding, or otherwise any money or other thing of value
14 to which the principal is, may become, or may claim to be
15 entitled as the proceeds of any business operation of the
16 principal; to conserve, invest, disburse, or use anything so
17 received for purposes enumerated in this section; and to
18 reimburse the attorney-in-fact for any expenditures properly
19 made by the attorney-in-fact in the execution of the powers
20 conferred upon the attorney-in-fact by the statutory short
21 form power of attorney;

22 (g) to execute, acknowledge, seal, and deliver any
23 deed, assignment, mortgage, lease, notice, consent,
24 agreement, authorization, check, or other instrument that
25 the attorney-in-fact considers useful for the accomplishment

1 of any of the purposes enumerated in this section;

2 (h) to prosecute, defend, submit to arbitration,
3 settle, and propose or accept a compromise with respect to
4 any claim existing in favor of or against the principal
5 based on or involving any business operating transaction or
6 to intervene in any related action or proceeding;

7 (i) to hire, discharge, and compensate any attorney,
8 accountant, expert witness, or other assistant when the
9 attorney-in-fact considers that action to be desirable for
10 the proper execution by the attorney-in-fact of any of the
11 powers described in this section and for the keeping of
12 needed records; and

13 (j) in general and in addition to all the specific acts
14 listed in this section, to do any other act that the
15 attorney-in-fact considers desirable or necessary for the
16 furtherance or protection of the interests of the principal
17 in any business.

18 (2) All powers described in this section are
19 exercisable equally with respect to any business in which
20 the principal is interested at the time of giving of the
21 power of attorney or in which the principal becomes
22 interested after that time, whether operated in Montana or
23 elsewhere.

24 NEW SECTION. **Section 7. Insurance transactions.** (1) In
25 a statutory short form power of attorney, the language

1 conferring general authority with respect to insurance
2 transactions means that the principal authorizes the
3 attorney-in-fact:

4 (a) to continue, pay the premium or assessment on,
5 modify, rescind, release, or terminate any contract of life,
6 accident, health, or disability insurance or any contract
7 for the provision of health care services or any combination
8 of these contracts procured by or on behalf of the principal
9 prior to the granting of the power of attorney that insures
10 either the principal or any other person, without regard to
11 whether the principal is or is not a beneficiary under the
12 contract;

13 (b) to procure new, different, or additional contracts
14 of life, accident, health, or disability insurance for the
15 principal or contracts for provision of health care services
16 for the principal; to select the amount, the type of
17 insurance, and the mode of payment under each contract; to
18 pay the premium or assessment on, modify, rescind, release,
19 or terminate any contract procured by the attorney-in-fact;
20 and to designate the beneficiary of the contract, provided,
21 however, that the attorney-in-fact may not be named a
22 beneficiary, except if permitted under [section 8], the
23 attorney-in-fact may be named the beneficiary of death
24 benefit proceeds under an insurance contract or if the
25 attorney-in-fact was named as a beneficiary under the

1 contract that was procured by the principal prior to the
2 granting of the power of attorney, the attorney-in-fact may
3 continue to be named as the beneficiary under the contract
4 or under any extension or renewal of or substitute for the
5 contract;

6 (c) with respect to any contract of life, accident,
7 health, disability, or liability insurance as to which the
8 principal has or claims to have any one or more of the
9 powers described in this section, to apply for and receive
10 any available loan on the security of the contract of
11 insurance, whether for the payment of a premium or for the
12 procuring of cash, to surrender and then to receive the cash
13 surrender value, to exercise any election as to beneficiary
14 or mode of payment, to change the manner of paying premiums,
15 to change or convert the type of insurance contract, and to
16 change the beneficiary of the contract of insurance,
17 provided, however, that the attorney-in-fact may not be a
18 new beneficiary, except if permitted under [section 8], the
19 attorney-in-fact may be the beneficiary of death benefit
20 proceeds under an insurance contract or if the
21 attorney-in-fact was named as a beneficiary under the
22 contract that was procured by the principal prior to the
23 granting of the power of attorney, the attorney-in-fact may
24 continue to be named as the beneficiary under the contract
25 or under any extension or renewal of or substitute for the

1 contract;

2 (d) to demand, receive, or obtain by action,
3 proceeding, or otherwise any money, dividend, or other thing
4 of value to which the principal is, may become, or may claim
5 to be entitled as the proceeds of any contract of insurance
6 or of one or more of the transactions enumerated in this
7 section; to conserve, invest, disburse, or utilize anything
8 received for purposes enumerated in this section; and to
9 reimburse the attorney-in-fact for any expenditures properly
10 made by the attorney-in-fact in the execution of the powers
11 conferred on the attorney-in-fact by the statutory short
12 form power of attorney;

13 (e) to apply for and procure any available governmental
14 aid in the guaranteeing or paying of premiums of any
15 contract of insurance on the life of the principal;

16 (f) to sell, assign, hypothecate, borrow upon, or
17 pledge the interest of the principal in any contract of
18 insurance;

19 (g) to pay from any proceeds or otherwise, compromise,
20 contest, or to apply for refunds in connection with any tax
21 or assessment levied by a taxing authority with respect to
22 any contract of insurance or the proceeds of the refunds or
23 liability accruing by reason of the tax or assessment;

24 (h) to agree and contract, in any manner, with any
25 person, and on any terms that the attorney-in-fact selects,

1 for the accomplishment of any of the purposes enumerated in
2 this section and to perform, rescind, reform, release, or
3 modify the agreement or contract;

4 (i) to execute, acknowledge, seal, and deliver any
5 consent, demand, request, application, agreement, indemnity,
6 authorization, assignment, pledge, notice, check, receipt,
7 waiver, or other instrument that the attorney-in-fact
8 considers useful for the accomplishment of any of the
9 purposes enumerated in this section;

10 (j) to continue, procure, pay the premium or assessment
11 on, modify, rescind, release, terminate, or otherwise deal
12 with any contract of insurance, other than those enumerated
13 in subsection (1)(a) or (1)(b), whether fire, marine,
14 burglary, compensation, liability, hurricane, casualty, or
15 other type, or any combination of insurance or to do any act
16 or acts with respect to the contract or with respect to its
17 proceeds or enforcement that the attorney-in-fact considers
18 desirable or necessary for the promotion or protection of
19 the interests of the principal;

20 (k) to prosecute, defend, submit to arbitration,
21 settle, and propose or accept a compromise with respect to
22 any claim existing in favor of or against the principal
23 based on or involving any insurance transaction or to
24 intervene in any related action or proceeding;

25 (l) to hire, discharge, and compensate any attorney,

1 accountant, expert witness, or other assistant when the
2 attorney-in-fact considers the action to be desirable for
3 the proper execution by the attorney-in-fact of any of the
4 powers described in this section and for the keeping of
5 needed records; and

6 (m) in general and in addition to all the specific acts
7 listed in this section, to do any other acts in connection
8 with procuring, supervising, managing, modifying, enforcing,
9 and terminating contracts of insurance or for the provisions
10 of health care services in which the principal is the
11 insured or is otherwise in any way interested.

12 (2) All powers described in this section are
13 exercisable with respect to any contract of insurance or for
14 the provision of health care service in which the principal
15 is in any way interested, whether made in Montana or
16 elsewhere.

17 **NEW SECTION. Section 8. Beneficiary transactions.** (1)

18 In the statutory short form power of attorney, the language
19 conferring general authority with respect to beneficiary
20 transactions means that the principal authorizes the
21 attorney-in-fact:

22 (a) to represent and act for the principal in all ways
23 and in all matters affecting any trust, probate estate,
24 guardianship, conservatorship, escrow, custodianship, or
25 other fund out of which the principal is entitled or claims

1 to be entitled as a beneficiary to some share or payment,
2 including but not limited to the following:

3 (i) to accept, reject, disclaim, receive, receipt for,
4 sell, assign, release, pledge, exchange, or consent to a
5 reduction in or modification of any share in or payment from
6 the fund;

7 (ii) to demand or obtain by action, proceeding, or
8 otherwise any money or other thing of value to which the
9 principal is, may become, or may claim to be entitled by
10 reason of the fund; to initiate, participate in, and oppose
11 any proceeding, judicial, or otherwise, for the
12 ascertainment of the meaning, validity, or effect of any
13 deed, declaration of trust, or other transaction affecting
14 in any way the interest of the principal; to initiate,
15 participate in, and oppose any proceeding, judicial or
16 otherwise, for the removal, substitution, or surcharge of a
17 fiduciary; to conserve, invest, disburse, or use anything
18 received for purposes listed in this section; and to
19 reimburse the attorney-in-fact for any expenditures properly
20 made by the attorney-in-fact in the execution of the powers
21 conferred on the attorney-in-fact by the statutory short
22 form power of attorney;

23 (iii) to prepare, sign, file, and deliver all reports,
24 compilations of information, returns, or papers with respect
25 to any interest had or claimed by or on behalf of the

principal in the fund; to pay, compromise, contest, or apply for and receive refunds in connection with any tax or assessment, with respect to any interest had or claimed by or on behalf of the principal in the fund or with respect to any property in which an interest is had or claimed;

(iv) to agree and contract in any manner, with any person, and on any terms the attorney-in-fact selects, for the accomplishment of the purposes listed in this section and to perform, rescind, reform, release, or modify the agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

(v) to execute, acknowledge, verify, seal, file, and deliver any deed, assignment, mortgage, lease, consent, designation, pleading, notice, demand, election, conveyance, release, assignment, check, pledge, waiver, admission of service, notice of appearance, or other instrument that the attorney-in-fact considers useful for the accomplishment of any of the purposes enumerated in this section;

(vi) to submit to arbitration, settle, and propose or accept a compromise with respect to any controversy or claim that affects the administration of the fund, in any one of which the principal has or claims to have an interest and to do any and all acts that the attorney-in-fact considers to be desirable or necessary in effectuating the compromise;

(vii) to hire, discharge, and compensate any attorney,

accountant, expert witness, or other assistant when the attorney-in-fact considers that action to be desirable for the proper execution by the attorney-in-fact of any of the powers described in this section and for the keeping of needed records;

(viii) to transfer any part or all of any interest that the principal may have in any interests in real estate, stocks, bonds, bank accounts, insurance, and any other assets of any kind and nature to the trustee of any revocable trust created by the principal as grantor.

(b) in general and in addition to all the specific acts listed in this section, to do any other acts with respect to the administration of a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund in which the principal has or claims to have an interest as a beneficiary.

(2) For the purposes of subsection (1), "fund" means any trust, probate estate, guardianship, conservatorship, escrow, custodianship, or any other fund in which the principal has or claims to have an interest.

(3) All powers described in this section are exercisable equally with respect to the administration or disposition of any trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund in which the principal is interested at the giving of the power

1 of attorney or becomes interested after that time as a
2 beneficiary, whether located in Montana or elsewhere.

3 NEW SECTION. Section 9. Gift transactions. (1) In the
4 statutory short form power of attorney, the language
5 conferring general authority with respect to gift
6 transactions means that the principal authorizes the
7 attorney-in-fact:

8 (a) to make gifts to organizations, whether charitable
9 or otherwise, to which the principal has made gifts and to
10 satisfy pledges made to organizations by the principal;

11 (b) to make gifts on behalf of the principal to the
12 principal's spouse, children, and other descendants or the
13 spouse of any child or other descendant, either outright or
14 in trust, for purposes that the attorney-in-fact considers
15 to be in the best interest of the principal, specifically
16 including minimization of income, estate, inheritance, or
17 gift taxes, provided that the attorney-in-fact or anyone the
18 attorney-in-fact has a legal obligation to support may not
19 be the recipient of any gifts in any 1 calendar year that,
20 in the aggregate, exceed \$10,000 in value to each recipient;

21 (c) to prepare, execute, consent to on behalf of the
22 principal, and file any return, report, declaration, or
23 other document required by the laws of the United States,
24 any state or subdivision of a state, or any foreign
25 government that the attorney-in-fact considers to be

1 desirable or necessary with respect to any gift made under
2 the authority of this section;

3 (d) to execute, acknowledge, seal, and deliver any
4 deed, assignment, agreement, authorization, check, or other
5 instrument that the attorney-in-fact considers useful for
6 the accomplishment of any of the purposes enumerated in this
7 section;

8 (e) to prosecute, defend, submit to arbitration,
9 settle, and propose or accept a compromise with respect to
10 any claim existing in favor of or against the principal
11 based on or involving any gift transaction or to intervene
12 in any related action or proceeding;

13 (f) to hire, discharge, and compensate any attorney,
14 accountant, expert witness, or other assistant when the
15 attorney-in-fact considers that action to be desirable for
16 the proper execution by the attorney-in-fact of any of the
17 powers described in this section and for the keeping of
18 needed records; and

19 (g) in general and in addition to but not in
20 contravention of all the specific acts listed in this
21 section, to do any other acts that the attorney-in-fact
22 considers desirable or necessary to complete any gift on
23 behalf of the principal.

24 (2) All powers described in this section are
25 exercisable equally with respect to a gift of any property

1 in which the principal is interested at the giving of the
2 power of attorney or becomes interested after that time,
3 whether located in Montana or elsewhere.

4 NEW SECTION. **Section 10.** Fiduciary transactions. (1)

5 In a statutory short form power of attorney, the language
6 conferring general authority with respect to fiduciary
7 transactions means that the principal authorizes the agent:

8 (a) to apply for and procure, in the name of the
9 principal, letters of administration, letters testamentary,
10 letters of guardianship or conservatorship, or any other
11 type of authority, either judicial or administrative and to
12 act as a fiduciary of any sort;

13 (b) to represent and act for the principal in all ways
14 and in all matters affecting any fund with respect to which
15 the principal is a fiduciary;

16 (c) to initiate, participate in, and oppose any
17 proceeding, judicial or otherwise, for the removal,
18 substitution, or surcharge of a fiduciary; to conserve,
19 invest, or disburse anything received for the purposes of
20 the fund for which it is received; and to reimburse the
21 attorney-in-fact for any expenditures properly made by the
22 attorney-in-fact in the execution of the powers conferred on
23 the attorney-in-fact by the statutory short form power of
24 attorney;

25 (d) to agree and contract, in any manner, with any

1 person, and on any terms that the attorney-in-fact selects,
2 for the accomplishment of the purposes enumerated in this
3 section and to perform, rescind, reform, release, or modify
4 the agreement or contract or any other similar agreement or
5 contract made by or on behalf of the principal;

6 (e) to execute, acknowledge, verify, seal, file, and
7 deliver any consent, designation, pleading, notice, demand,
8 election, conveyance, release, assignment, check, pledge,
9 waiver, admission of service, notice of appearance, or other
10 instrument that the attorney-in-fact considers useful for
11 the accomplishment of any of the purposes enumerated in this
12 section;

13 (f) to hire, discharge, and compensate any attorney,
14 accountant, expert witness, or other assistant when the
15 attorney-in-fact considers that action to be desirable for
16 the proper execution by the attorney-in-fact of any of the
17 powers described in this section and for the keeping of
18 needed records; and

19 (g) in general and in addition to all the specific acts
20 listed in this section, to do any other acts with respect to
21 a fund of which the principal is a fiduciary.

22 (2) For the purposes of subsection (1), "fund" means
23 any trust, probate estate, guardianship, conservatorship,
24 escrow, custodianship, or any other fund in which the
25 principal has or claims to have an interest as a fiduciary.

(3) All powers described in this section are exercisable equally with respect to any fund of which the principal is a fiduciary to the giving of the power of attorney or becomes a fiduciary after that time, whether located in Montana or elsewhere.

NEW SECTION. **Section 11. Claims and litigation.** (1) In a statutory short form power of attorney, the language conferring general authority with respect to claims and litigation means that the principal authorizes the attorney-in-fact:

(a) to assert and prosecute before any court, administrative board, department, commissioner, or other tribunal any cause of action, claim, counterclaim, offset, or defense, that the principal has or claims to have against any individual, partnership, association, corporation, government, or other person or instrumentality, including, by way of illustration and not of restriction, power to sue for the recovery of land or of any other thing of value, for the recovery of damages sustained by the principal in any manner, for the elimination or modification of tax liability, for an injunction, for specific performance, or for any other relief;

(b) to bring an action of interpleader or other action to determine adverse claims, to intervene or interplead in any action or proceeding, and to act in any litigation as

amicus curiae;

(c) in connection with any action or proceeding or controversy at law or otherwise, to apply for and, if possible, procure a libel judgment, an attachment, a garnishment, an order of arrest, or other preliminary, provisional, or intermediate relief and to resort to and to utilize in all ways permitted by law any available procedure for the effectuation or satisfaction of the judgment, order, or decree obtained;

(d) in connection with any action or proceeding, at law or otherwise, to perform any act that the principal might perform, including, by way of illustration and not of restriction, acceptance of tender, offer of judgment, admission of any facts, submission of any controversy on an agreed statement of facts, and consent to examination before trial and generally to bind the principal in the conduct of any litigation or controversy as seems desirable to the attorney-in-fact;

(e) to submit to arbitration, settle, and propose or accept a compromise with respect to any claim existing in favor of or against the principal or any litigation to which the principal is, may become, or may be designated a party;

(f) to waive the issuance and service of a summons, citation, or other process upon the principal, to accept service of process, to appear for the principal, to

1 designate persons upon whom process directed to the
 2 principal may be served, to execute and file or deliver
 3 stipulations on the principal's behalf, to verify pleadings,
 4 to appeal to appellate tribunals, to procure and give surety
 5 and indemnity bonds at the times and to the extent the
 6 attorney-in-fact considers desirable or necessary, to
 7 contract and pay for the preparation and printing of records
 8 and briefs, or to receive and execute and file or deliver
 9 any consent, waiver, release, confession of judgment,
 10 satisfaction of judgment, notice, agreement, or other
 11 instrument that the attorney-in-fact considers desirable or
 12 necessary in connection with the prosecution, settlement, or
 13 defense of any claim by or against the principal or of any
 14 litigation to which the principal is, may become, or may be
 15 designated a party;

16 (g) to appear for, represent, and act for the principal
 17 with respect to bankruptcy or insolvency proceedings,
 18 whether voluntary or involuntary, whether of the principal
 19 or of some other person, with respect to any reorganization
 20 proceeding or with respect to any receivership or
 21 application for the appointment of a receiver or trustee
 22 that in any way affects any interest of the principal in any
 23 real property, bond, share, commodity interest, tangible
 24 personal property, or other thing of value;

25 (h) to hire, discharge, and compensate any attorney,

1 accountant, expert witness, or other assistant when the
 2 attorney-in-fact considers that action to be desirable for
 3 the proper execution of any of the powers described in this
 4 section;

5 (i) to pay, from funds in the control of the
 6 attorney-in-fact or for the account of the principal, any
 7 judgment against the principal or any settlement that may be
 8 made in connection with any transaction enumerated in this
 9 section, to receive and conserve any money or other things
 10 of value paid in settlement of or as proceeds of one or more
 11 of the transactions enumerated in this section, and to
 12 receive, endorse, and deposit checks; and

13 (j) in general and in addition to all the specific acts
 14 listed in this section, to do any other acts in connection
 15 with any claim by or against the principal or with
 16 litigation to which the principal is, may become, or may be
 17 designated a party.

18 (2) All powers described in this section are
 19 exercisable equally with respect to any claim or litigation
 20 existing at the giving of the power of attorney or arising
 21 after that time, whether arising in Montana or elsewhere.

22 NEW SECTION. **Section 12. Family maintenance.** (1) In a
 23 statutory short form power of attorney, the language
 24 conferring general authority with respect to family
 25 maintenance means that the principal authorizes the

1 attorney-in-fact:

2 (a) to do all acts necessary for maintaining the
3 customary standard of living of the spouse, children, and
4 other dependents, including, by way of illustration and not
5 of restriction, power to provide living quarters by
6 purchase, lease, or other contract or by payment of the
7 operating costs, including interest, amortization payments,
8 repairs, and taxes of premises owned by the principal and
9 occupied by the principal's family or dependents; to provide
10 normal domestic help for the operation of the household; to
11 provide usual vacations and usual travel expenses; to
12 provide usual educational facilities; and to provide funds
13 for all the current living costs of the spouse, children,
14 and other dependents, including, among other things,
15 shelter, clothing, food, and incidentals;

16 (b) to pay for necessary medical, dental, and surgical
17 care, hospitalization, and custodial care for the spouse,
18 children, and other dependents of the principal;

19 (c) to continue whatever provision has been made by the
20 principal, either prior to or after the execution of the
21 power of attorney, for the principal's spouse, children, and
22 other dependents with respect to automobiles or other means
23 of transportation, including, by way of illustration but not
24 of restriction, power to license, insure, and replace any
25 automobiles owned by the principal and customarily used by

1 the spouse, children, or other dependents;

2 (d) to continue whatever charge accounts have been
3 operated by the principal prior to the execution of the
4 power of attorney or after execution of the power of
5 attorney for the convenience of the principal's spouse,
6 children, or other dependents; to open new accounts the
7 attorney-in-fact considers to be desirable for the
8 accomplishment of any of the purposes enumerated in this
9 section; and to pay the items charged on those accounts by
10 any person authorized or permitted by the principal to make
11 charges prior to the execution of the power of attorney;

12 (e) to continue payments incidental to the membership
13 or affiliation of the principal in any church, club,
14 society, order, or other organization or to continue
15 contributions to those organizations;

16 (f) to demand, receive, or obtain by action,
17 proceeding, or otherwise any money or other thing of value
18 to which the principal is, may become, or may claim to be
19 entitled to as salary, wages, commission, or other
20 remuneration for services performed, as a dividend or
21 distribution upon any stock, or as interest or principal
22 upon any indebtedness or any periodic distribution of
23 profits from any partnership or business in which the
24 principal has or claims an interest and to endorse, collect,
25 or otherwise realize upon any instrument for the payment

1 received;

2 (g) to use any asset of the principal for the
3 performance of the powers enumerated in this section,
4 including, by way of illustration and not of restriction,
5 power to draw money by check or otherwise from any bank
6 deposit of the principal; to sell any interest in real
7 property, bonds, shares, commodity interests, tangible
8 personal property, or other assets of the principal; and to
9 borrow money and pledge as security for a loan, any asset,
10 including insurance, that belongs to the principal;

11 (h) to execute, acknowledge, verify, seal, file, and
12 deliver any application, consent, petition, notice, release,
13 waiver, agreement, or other instrument that the
14 attorney-in-fact considers useful for the accomplishment of
15 any of the purposes enumerated in this section;

16 (i) to hire, discharge, and compensate any attorney,
17 accountant, or other assistant when the attorney-in-fact
18 considers that action to be desirable for the proper
19 execution by any of the powers described in this section and
20 for the keeping of needed records; and

21 (j) in general and in addition to all the specific acts
22 listed in this section, to do any other acts for the welfare
23 of the spouse, children, or other dependents or for the
24 preservation and maintenance of the other personal
25 relationships of the principal to parents, relatives,

1 friends, and organizations as are appropriate.

2 (2) All powers described in this section are
3 exercisable equally whether the acts required for their
4 execution relate to real or personal property owned by the
5 principal at the giving of the power of attorney or acquired
6 after that time, whether those acts are performable in
7 Montana or elsewhere.

8 NEW SECTION. **Section 13. Benefits from military**
9 **service.** (1) In a statutory short form power of attorney,
10 the language conferring general authority with respect to
11 benefits from military service means that the principal
12 authorizes the attorney-in-fact:

13 (a) to execute vouchers in the name of the principal
14 for any and all allowances and reimbursements payable by the
15 United States or by any state or subdivision of a state to
16 the principal, including, by way of illustration and not of
17 restriction, all allowances and reimbursements for
18 transportation of the principal and of the principal's
19 dependents and for shipment of household effects, and to
20 receive, endorse, and collect the proceeds of any check
21 payable to the order of the principal drawn on the treasurer
22 or other fiscal officer or depository of the United States
23 or of any state or subdivision of a state;

24 (b) to take possession and order the removal and
25 shipment of any property of the principal from any post,

1 warehouse, depot, dock, or other place of storage or
 2 safekeeping, either governmental or private, and to execute
 3 and deliver any release, voucher, receipt, bill of lading,
 4 shipping ticket, certificate, or other instrument that the
 5 attorney-in-fact considers desirable or necessary for that
 6 purpose;

7 (c) to prepare, file, and prosecute the claim of the
 8 principal to any benefit or assistance, financial or
 9 otherwise, to which the principal is or claims to be
 10 entitled under the provisions of any statute or regulation
 11 existing at the execution of the power of attorney or
 12 enacted after that time by the United States, by any state
 13 or subdivision of a state, or by any foreign government,
 14 which benefit or assistance arises from or is based upon
 15 military service performed prior to or after the execution
 16 of the power of attorney by the principal or by any person
 17 related by blood or marriage to the principal, and to
 18 execute any receipt or other instrument that the
 19 attorney-in-fact considers desirable or necessary for the
 20 enforcement or for the collection of that claim;

21 (d) to receive the financial proceeds of any claim of
 22 the type described in this section; to conserve, invest,
 23 disburse, or use anything so received for purposes
 24 enumerated in this section; and to reimburse the
 25 attorney-in-fact for any expenditures properly made in the

1 execution of the powers conferred on the attorney-in-fact by
 2 the statutory short form power of attorney;

3 (e) to prosecute, defend, submit to arbitration,
 4 settle, and propose or accept a compromise with respect to
 5 any claim existing in favor of or against the principal
 6 based on or involving any benefits from military service or
 7 to intervene in any related action or proceeding;

8 (f) to hire, discharge, and compensate any attorney,
 9 accountant, expert witness, or other assistant when the
 10 attorney-in-fact considers that action to be desirable for
 11 the proper execution by the attorney-in-fact of any of the
 12 powers described in this section; and

13 (g) in general and in addition to all the specific acts
 14 listed in this section, to do any other acts that the
 15 attorney-in-fact considers desirable or necessary to assure
 16 to the principal and to the dependents of the principal the
 17 maximum possible benefit from the military service performed
 18 prior to or after the execution of the power of attorney by
 19 the principal or by any person related by blood or marriage
 20 to the principal.

21 (2) All powers described in this section are
 22 exercisable equally with respect to any benefits from
 23 military service existing at the giving of the power of
 24 attorney or accruing after that time, whether accruing in
 25 Montana or elsewhere.

NEW SECTION. Section 14. Records, reports, and statements. (1) In a statutory short form power of attorney, the language conferring general authority with respect to records, reports, and statements means that the principal authorizes the attorney-in-fact:

(a) to keep records of all cash received and disbursed for or on account of the principal, of all credits and debits to the account of the principal, and of all transactions affecting in any way the assets and liabilities of the principal;

(b) to prepare, execute, and file all tax and tax information returns, for all periods, required by the laws of the United States, any state or subdivision of a state, or any foreign government; to prepare, execute, and file all other tax-related documents for all tax periods, including requests for extension of time, offers, waivers, consents, powers of attorney, closing agreements, and petitions to any tax court regarding tax matters; and to prepare, execute, and file all other instruments that the attorney-in-fact considers desirable or necessary for the safeguarding of the principal against excessive or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation, it being the intent of this provision that it is sufficiently definite to permit the attorney-in-fact to represent the principal respecting all

taxes that the principal has paid and all tax returns that the principal has filed, either personally or through an agent, with the internal revenue service or any other agency of the United States government, any state department of revenue, any political subdivision of a state, and any foreign country or political subdivision of a foreign country;

(c) to prepare, execute, and file any return, report, declaration, or other document required by the laws of the United States, any state or subdivision of a state, or any foreign government, including, by way of illustration but not of restriction, any report or declaration required by the social security administration, the commissioner of jobs and training, or other similar governmental agency that the attorney-in-fact considers to be desirable or necessary for the safeguarding or maintenance of the principal's interest;

(d) to prepare, execute, and file any record, report, or statement that the attorney-in-fact considers desirable or necessary for the safeguarding or maintenance of the principal's interest with respect to price, rent, wage, or rationing control or other governmental activity;

(e) to hire, discharge, and compensate any attorney, accountant, or other assistant when the attorney-in-fact considers that action to be desirable for the proper execution by the attorney-in-fact of any of the powers

1 described in this section; and

2 (f) in general and in addition to all the specific acts
3 listed in this section, to do any other acts in connection
4 with the preparation, execution, filing, storage, or other
5 use of any records, reports, or statements of or concerning
6 the principal's affairs.

7 (2) All powers described in this section are
8 exercisable equally with respect to any records, reports, or
9 statements of or concerning the affairs of the principal
10 existing at the giving of the power of attorney or arising
11 after that time, whether arising in Montana or elsewhere.

12 NEW SECTION. **Section 15.** All other matters. In a
13 statutory short form power of attorney, the language
14 conferring general authority with respect to all other
15 matters means that the principal authorizes the
16 attorney-in-fact to act as an alter ego of the principal
17 with respect to any and all possible matters and affairs
18 affecting property owned by the principal that are not
19 enumerated in [sections 2 through 14] and that the principal
20 can do through an agent.

21 NEW SECTION. **Section 16.** Modification to statutory
22 short form power of attorney. A power of attorney that
23 satisfies the requirements of [section 1(1)] is not
24 prevented from being a statutory short form power of
25 attorney by the fact that:

1 (1) it creates a nondurable power of attorney instead
2 of a durable power of attorney;

3 (2) it provides for one or more named successors to the
4 attorney-in-fact originally named;

5 (3) it provides that the attorney-in-fact shall render
6 an accounting to the principal or other designated person;
7 or

8 (4) it provides for an effective date or expiration
9 date, or both.

10 NEW SECTION. **Section 17.** Effective date. [This act] is
11 effective on passage and approval.

-End-

APPROVED BY COMMITTEE
ON JUDICIARY

1 *HOUSE* BILL NO. *942*
2 INTRODUCED BY *Jeffrey B. Whalen*
3 *for* *Liberty*
4 A BILL FOR AN ACT ENTITLED: "AN ACT CREATING A STATUTORY
5 SHORT FORM POWER OF ATTORNEY; PROVIDING FOR THE FORM,
6 CONSTRUCTION, AND MODIFICATION OF THE POWER OF ATTORNEY; AND
7 PROVIDING AN IMMEDIATE EFFECTIVE DATE."

8
9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

10 NEW SECTION. **Section 1.** Statutory short form of
11 general power of attorney -- formal requirements -- joint
12 agents. (1) The use of the following form in the creation of
13 a power of attorney is lawful, and when used, the form must
14 be construed in accordance with the provisions of [sections
15 1 through 16]:

16 NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD
17 AND SWEEPING. THEY ARE DEFINED IN [SECTIONS 2 THROUGH 16].
18 IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN
19 COMPETENT ADVICE. THE USE OF ANY OTHER OR DIFFERENT FORM OF
20 POWER OF ATTORNEY DESIRED BY THE PARTIES IS ALSO PERMITTED.
21 THIS POWER OF ATTORNEY MAY BE REVOKED BY YOU IF YOU LATER
22 WISH TO DO SO. THIS POWER OF ATTORNEY AUTHORIZES BUT DOES
23 NOT REQUIRE THE ATTORNEY-IN-FACT TO ACT FOR YOU.

24 Know all by these presents, which are intended to
25 constitute a STATUTORY SHORT FORM POWER OF ATTORNEY pursuant

There is no change in this
bill and will not be reprinted.
Please refer to introduced
copy (white) for complete text.

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BILL NO. 942

INTRODUCED BY

A BILL FOR AN ACT ENTITLED: "AN ACT CREATING A STATUTORY
SHORT FORM POWER OF ATTORNEY; PROVIDING FOR THE FORM,
CONSTRUCTION, AND MODIFICATION OF THE POWER OF ATTORNEY; AND
PROVIDING AN IMMEDIATE EFFECTIVE DATE."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

NEW SECTION. **Section 1.** Statutory short form of
general power of attorney -- formal requirements -- joint
agents. (1) The use of the following form in the creation of
a power of attorney is lawful, and when used, the form must
be construed in accordance with the provisions of [sections
1 through 16]:

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD
AND SWEEPING. THEY ARE DEFINED IN [SECTIONS 2 THROUGH 16].
IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN
COMPETENT ADVICE. THE USE OF ANY OTHER OR DIFFERENT FORM OF
POWER OF ATTORNEY DESIRED BY THE PARTIES IS ALSO PERMITTED.
THIS POWER OF ATTORNEY MAY BE REVOKED BY YOU IF YOU LATER
WISH TO DO SO. THIS POWER OF ATTORNEY AUTHORIZES BUT DOES
NOT REQUIRE THE ATTORNEY-IN-FACT TO ACT FOR YOU.

Know all by these presents, which are intended to
constitute a STATUTORY SHORT FORM POWER OF ATTORNEY pursuant

There are no changes in this bill,
and will not be reprinted until
reference copy. Please refer to
introduced or second reading copy
for complete text.

THIRD READING
HB 942

SENATE STANDING COMMITTEE REPORT

Page 1 of 1
April 1, 1991

MR. PRESIDENT:

We, your committee on Judiciary having had under consideration House Bill No. 942 (third reading copy -- blue), respectfully report that House Bill No. 942 be amended and as so amended be concurred in:

1. Page 1, line 12.

Following: "form"

Insert: ", or a form substantially similar to the following form,"

2. Page 5, line 2.

Following: "]"

Insert: ",


3. Page 5, line 4.

Strike: "exactly"

Insert: "on a form substantially similar to the form provided in subsection (1)"

Signed: 

Richard Pinsoneault, Chairman


Am. Coord.


Sec. of Senate

SENATE
HB 942

1 HOUSE BILL NO. 942

2 INTRODUCED BY G. BECK, WHALEN, LEE, CROMLEY,

3 J. RICE, LARSON

4
5 A BILL FOR AN ACT ENTITLED: "AN ACT CREATING A STATUTORY
6 SHORT FORM POWER OF ATTORNEY; PROVIDING FOR THE FORM,
7 CONSTRUCTION, AND MODIFICATION OF THE POWER OF ATTORNEY; AND
8 PROVIDING AN IMMEDIATE EFFECTIVE DATE."

9
10 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

11 NEW SECTION. Section 1. Statutory short form of
12 general power of attorney -- formal requirements -- joint
13 agents. (1) The use of the following form, OR A FORM
14 SUBSTANTIALLY SIMILAR TO THE FOLLOWING FORM, in the
15 creation of a power of attorney is lawful, and when used,
16 the form must be construed in accordance with the provisions
17 of [sections 1 through 16]:

18 NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD
19 AND SWEEPING. THEY ARE DEFINED IN [SECTIONS 2 THROUGH 16].
20 IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN
21 COMPETENT ADVICE. THE USE OF ANY OTHER OR DIFFERENT FORM OF
22 POWER OF ATTORNEY DESIRED BY THE PARTIES IS ALSO PERMITTED.
23 THIS POWER OF ATTORNEY MAY BE REVOKED BY YOU IF YOU LATER
24 WISH TO DO SO. THIS POWER OF ATTORNEY AUTHORIZES BUT DOES
25 NOT REQUIRE THE ATTORNEY-IN-FACT TO ACT FOR YOU.

1 Know all by these presents, which are intended to
2 constitute a STATUTORY SHORT FORM POWER OF ATTORNEY pursuant
3 to this section:

4 That I (insert name and address of
5 the principal) do hereby appoint
6 (insert name and address of the attorney-in-fact or each
7 attorney-in-fact if more than one is designated) my
8 attorney(s)-in-fact to act (jointly):

9 (NOTE: If more than one attorney-in-fact is designated
10 and the principal wishes each attorney-in-fact alone to be
11 able to exercise the power conferred, delete the word
12 "jointly". Failure to delete the word "jointly" will require
13 the attorneys-in-fact to act unanimously.)

14 First: in my name, place, and stead in any way that I
15 myself could do, if I were personally present, with respect
16 to the following matters as each of them is defined in
17 [sections 2 through 16]:

18 (To grant to the attorney-in-fact any of the following
19 powers, make a check or "X" in the line in front of each
20 power being granted. To delete any of the following powers,
21 do not make a check or "X" in the line in front of the
22 power. You may, but need not, cross out each power being
23 deleted with a line drawn through it (or in similar
24 fashion). Failure to make a check or "X" in the line in
25 front of the power will have the effect of deleting the

1 power unless the line in front of the power of (O) is
2 checked or X-ed.)

3 Check or "X"

- 4 (A) real property transactions;
- 5 (B) tangible personal property transactions;
- 6 (C) bond, share, and commodity transactions;
- 7 (D) banking transactions;
- 8 (E) business operating transactions;
- 9 (F) insurance transactions;
- 10 (G) beneficiary transactions;
- 11 (H) gift transactions;
- 12 (I) fiduciary transactions;
- 13 (J) claims and litigation;
- 14 (K) family maintenance;
- 15 (L) benefits from military service;
- 16 (M) records, reports, and statements;
- 17 (N) all other matters;
- 18 (O) all of the powers listed in (A) through (N).

19 Second: (You must indicate below whether or not this
20 power of attorney will be effective if you become
21 incompetent. Make a check or "X" in the line in front of the
22 statement that expresses your intent.)

23 This power of attorney shall continue to be
24 effective if I become incompetent. It shall not be affected
25 by my later disability or incompetency.

1 This power of attorney shall not be effective if I
2 become incompetent.

3 Third: (You must indicate below whether or not this
4 power of attorney authorizes the attorney-in-fact to
5 transfer your property directly to the attorney-in-fact.
6 Make a check or "X" in the line in front of the statement
7 that expresses your intent.)

8 This power of attorney authorizes the
9 attorney-in-fact to receive the transfer directly.

10 This power of attorney does not authorize the
11 attorney-in-fact to receive the transfer directly.

12 In witness whereof I have hereunto signed my name this
13 day of, 19...

14
15 (Signature of Principal)

16 (Acknowledgment)
17 Specimen Signature of Attorney(s)-in-Fact

18
19

20 (2) Any of the powers of the form in subsection (1)
21 that are not checked or X-ed are withheld by the principal
22 from the attorney-in-fact unless the power of (O) on the
23 form in subsection (1) is checked or X-ed. The withholding
24 by the principal from the attorney-in-fact of any of the
25 powers of (A) through (M), in addition to the withholding of

the power of (O), on the form in subsection (1) automatically constitutes withholding of the powers of (N).

(3) To constitute a "statutory short form power of attorney", as this phrase is used in [sections 1 through 16], the wording and content of the form in subsection (1) must be duplicated exactly ON A FORM SUBSTANTIALLY SIMILAR TO THE FORM PROVIDED IN SUBSECTION (1), the notices must appear in a conspicuous place and manner, the second and third parts must be properly completed, and the signature of the principal must be acknowledged.

(4) All powers enumerated in [sections 2 through 16] may be legally performed by an attorney-in-fact acting on behalf of a principal.

NEW SECTION. Section 2. Real property transactions.

(1) In a statutory short form power of attorney, the language conferring general authority with respect to real property transactions means that the principal authorizes the attorney-in-fact:

(a) to accept as a gift or as security for a loan or to reject, demand, buy, lease, receive, or otherwise acquire either ownership or possession of any estate or interest in real property;

(b) to sell, exchange, convey either with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning, plat or

consent to platting, grant options concerning, lease or sublet, or otherwise dispose of any estate or interest in real property;

(c) to release in whole or in part, assign the whole or a part of, satisfy in whole or in part, and enforce by action, proceeding, or otherwise any mortgage, encumbrance, lien, or other claim to real property that exists or is claimed to exist in favor of the principal;

(d) to do any act of management or of conservation with respect to any estate or interest in real property owned or claimed to be owned by the principal, including, by way of illustration but not of restriction, power to insure against any casualty, liability, or loss; to obtain or regain possession or protect the estate or interest by action, proceeding, or otherwise; to pay, compromise, or contest taxes or assessments; to apply for and receive refunds in connection with taxes or assessments; and to purchase supplies, hire assistance or labor, and make repairs or alterations in the structures or lands;

(e) to use in any way, develop, modify, alter, replace, remove, erect, or install structures or other improvements upon any real property in which the principal has or claims to have any estate or interest;

(f) to demand, receive, or obtain by action, proceeding, or otherwise any money or other thing of value

1 to which the principal is, may become, or may claim to be
 2 entitled as the proceeds of an interest in real property or
 3 of one or more of the transactions enumerated in this
 4 section; to conserve, invest, disburse, or utilize anything
 5 received for purposes enumerated in this section; and to
 6 reimburse the attorney-in-fact for any expenditures properly
 7 made by the attorney-in-fact in the execution of the powers
 8 conferred on the attorney-in-fact by the statutory short
 9 form power of attorney;

10 (g) to participate in any reorganization with respect
 11 to real property and receive and hold any shares of stock or
 12 instrument of similar character received in accordance with
 13 a plan of reorganization and to act with respect to the
 14 shares, including, by way of illustration but not of
 15 restriction, power to sell or to otherwise dispose of the
 16 shares; to exercise or sell any option, conversion, or
 17 similar right with respect to the shares, and to vote on the
 18 shares in person or by the granting of a proxy;

19 (h) to agree and contract, in any manner, with any
 20 person, and on any terms that the attorney-in-fact may
 21 select, for the accomplishment of any of the purposes
 22 enumerated in this section and to perform, rescind, reform,
 23 release, or modify an agreement, contract, or any other
 24 similar agreement or contract made by or on behalf of the
 25 principal;

1 (i) to execute, acknowledge, seal, and deliver any
 2 deed, revocation, mortgage, lease, notice, check, or other
 3 instrument that the attorney-in-fact considers useful for
 4 the accomplishment of any of the purposes enumerated in this
 5 section;

6 (j) to prosecute, defend, submit to arbitration,
 7 settle, and propose or accept a compromise with respect to
 8 any claim existing in favor of or against the principal
 9 based on or involving any real estate transaction or to
 10 intervene in any action or proceeding relating to the claim;

11 (k) to hire, discharge, and compensate any attorney,
 12 accountant, expert witness, or other assistant when the
 13 attorney-in-fact considers that action to be desirable for
 14 the proper execution of any of the powers described in this
 15 section and for the keeping of needed records; and

16 (l) in general and in addition to all the specific acts
 17 in this section, to do any other act with respect to any
 18 estate or interest in real property.

19 (2) All powers described in this section are
 20 exercisable equally with respect to any estate or interest
 21 in real property owned by the principal at the giving of the
 22 power of attorney or acquired after that time, whether
 23 located in Montana or elsewhere.

24 NEW SECTION. Section 3. Tangible personal property
 25 transactions. (1) In a statutory short form power of

1 attorney, the language conferring general authority with
2 respect to tangible personal property transactions means
3 that the principal authorizes the attorney-in-fact:

4 (a) to accept as a gift or as security for a loan or to
5 reject, demand, buy, receive, or otherwise acquire either
6 ownership or possession of any tangible personal property or
7 any interest in tangible personal property;

8 (b) to sell, exchange, convey either with or without
9 covenants, release, surrender, mortgage, encumber, pledge,
10 hypothecate, pawn, grant options concerning, lease or sublet
11 to others, or otherwise dispose of any tangible personal
12 property or any interest in any tangible personal property;

13 (c) to release in whole or in part, assign the whole or
14 a part of, satisfy in whole or in part, and enforce by
15 action, proceeding, or otherwise any mortgage, encumbrance,
16 lien, or other claim that exists or is claimed to exist in
17 favor of the principal with respect to any tangible personal
18 property or any interest in tangible personal property;

19 (d) to do any act of management or of conservation with
20 respect to any tangible personal property or to any interest
21 in any tangible personal property owned or claimed to be
22 owned by the principal, including, by way of illustration
23 but not of restriction, power to insure against any
24 casualty, liability, or loss; to obtain or regain possession
25 or protect the tangible personal property or interest in any

1 tangible personal property by action, proceeding, or
2 otherwise; to pay, compromise, or contest taxes or
3 assessments; and to apply for and receive refunds in
4 connection with taxes or assessments, move from place to
5 place, store for hire or on a gratuitous bailment, use,
6 alter, and make repairs or alterations of any tangible
7 personal property or interest in any tangible personal
8 property;

9 (e) to demand, receive, or obtain by action,
10 proceeding, or otherwise any money or other thing of value
11 to which the principal is, may become, or may claim to be
12 entitled as the proceeds of any tangible personal property
13 or of any interest in any tangible personal property or of
14 one or more of the transactions enumerated in this section;
15 to conserve, invest, disburse, or utilize anything received
16 for purposes enumerated in this section; and to reimburse
17 the attorney-in-fact for any expenditures properly made by
18 the attorney-in-fact in the execution of the powers
19 conferred on the attorney-in-fact by the statutory short
20 form power of attorney;

21 (f) to agree and contract, in any manner, with any
22 person, and on any terms that the attorney-in-fact may
23 select, for the accomplishment of any of the purposes
24 enumerated in this section and to perform, rescind, reform,
25 release, or modify any agreement or contract or any other

1 similar agreement or contract made by or on behalf of the
2 principal;

3 (g) to execute, acknowledge, seal, and deliver any
4 conveyance, mortgage, lease, notice, check, or other
5 instrument that the attorney-in-fact considers useful for
6 the accomplishment of any of the purposes enumerated in this
7 section;

8 (h) to prosecute, defend, submit to arbitration,
9 settle, and propose or accept a compromise with respect to
10 any claim existing in favor of or against the principal
11 based on or involving any tangible personal property
12 transaction or to intervene in any action or proceeding
13 relating to a claim;

14 (i) to hire, discharge, and compensate any attorney,
15 accountant, expert witness, or other assistant when the
16 attorney-in-fact considers that action to be desirable for
17 the proper execution by the attorney-in-fact of any of the
18 powers described in this section and for the keeping of
19 needed records; and

20 (j) in general and in addition to all the specific acts
21 listed in this section, to do any other acts with respect to
22 any tangible personal property or interest in any tangible
23 personal property.

24 (2) All powers described in this section are
25 exercisable equally with respect to any tangible personal

1 property or interest in any tangible personal property owned
2 by the principal at the giving of the power of attorney or
3 acquired after that time, whether located in Montana or
4 elsewhere.

5 NEW SECTION. **Section 4. Bond, share, and commodity**
6 **transactions.** (1) In a statutory short form power of
7 attorney, the language conferring general authority with
8 respect to bond, share, and commodity transactions means
9 that the principal authorizes the attorney-in-fact:

10 (a) to accept as a gift or as security for a loan or to
11 reject, demand, buy, receive, or otherwise acquire either
12 ownership or possession of any bond, share, instrument of
13 similar character, commodity interest, or any instrument
14 with respect to the bond, share, or interest, together with
15 the interest, dividends, proceeds, or other distributions
16 connected with any of those instruments;

17 (b) to sell or sell short and to exchange, transfer
18 either with or without a guaranty, release, surrender,
19 hypothecate, pledge, grant options concerning, loan, trade
20 in, or otherwise to dispose of any bond, share, instrument
21 of similar character, commodity interest, or any instrument
22 with respect to the bond, share, or interest;

23 (c) to release in whole or in part, assign the whole or
24 a part of, satisfy in whole or in part, and enforce by
25 action, proceeding, or otherwise any pledge, encumbrance,

1 lien, or other claim as to any bond, share, instrument of
 2 similar character, commodity interest, or any interest with
 3 respect to the bond, share, or interest when the pledge,
 4 encumbrance, lien, or other claim is owned or claimed to be
 5 owned by the principal;

6 (d) to do any act of management or of conservation with
 7 respect to any bond, share, instrument of similar character,
 8 commodity interest, or any instrument with respect to the
 9 interest owned or claimed to be owned by the principal or in
 10 which the principal has or claims to have an interest,
 11 including, by way of illustration but not of restriction,
 12 power to insure against any casualty, liability, or loss; to
 13 obtain or regain possession or protect the principal's
 14 interest by action, proceeding, or otherwise; to pay,
 15 compromise, or contest taxes or assessments; to apply for
 16 and receive refunds in connection with taxes or assessments;
 17 to consent to and participate in any reorganization,
 18 recapitalization, liquidation, merger, consolidation, sale,
 19 lease, or other change in or revival of a corporation or
 20 other association, in the financial structure of any
 21 corporation or other association, or in the priorities,
 22 voting rights, or other special rights with respect to the
 23 corporation or association; to become a depositor with any
 24 protective, reorganization, or similar committee of the
 25 bond, share, other instrument of similar character,

1 commodity interest, or any instrument with respect to the
 2 bond, share, or interest belonging to the principal; to make
 3 any payments reasonably incident to the foregoing; to
 4 exercise or sell any option, conversion, or similar right;
 5 to vote in person or by the granting of a proxy with or
 6 without the power of substitution, either discretionary,
 7 general, or otherwise, for the accomplishment of any of the
 8 purposes enumerated in this section;

9 (e) to carry in the name of a nominee selected by the
 10 attorney-in-fact any evidence of the ownership of any bond,
 11 share, other instrument of similar character, commodity
 12 interest, or instrument with respect to the bond, share, or
 13 interest, belonging to the principal;

14 (f) to employ, in any way believed to be desirable by
 15 the attorney-in-fact, any bond, share, other instrument of
 16 similar character, commodity interest, or any instrument
 17 with respect to the bond, share, or interest in which the
 18 principal has or claims to have any interest for the
 19 protection or continued operation of any speculative or
 20 margin transaction personally begun or personally
 21 guaranteed, in whole or in part, by the principal;

22 (g) to demand, receive, or obtain by action,
 23 proceeding, or otherwise any money or other thing of value
 24 to which the principal is, may become, or may claim to be
 25 entitled as the proceeds of any interest in a bond, share,

1 other instrument of similar character, commodity interest,
 2 or any instrument with respect to the bond, share, interest,
 3 or of one or more of the transactions enumerated in this
 4 section; to conserve, invest, disburse, or utilize anything
 5 received for purposes enumerated in this section; and to
 6 reimburse the attorney-in-fact for any expenditures properly
 7 made by the attorney-in-fact in the execution of the powers
 8 conferred on the attorney-in-fact by the statutory short
 9 form power of attorney;

10 (h) to agree and contract, in any manner, with any
 11 broker or other person, and on any terms that the
 12 attorney-in-fact selects, for the accomplishment of any of
 13 the purposes enumerated in this section and to perform,
 14 rescind, reform, release, or modify the agreement or
 15 contract or any other similar agreement made by or on behalf
 16 of the principal;

17 (i) to execute, acknowledge, seal, and deliver any
 18 consent, agreement, authorization, assignment, revocation,
 19 notice, waiver of notice, check, or other instrument that
 20 the attorney-in-fact considers useful for the accomplishment
 21 of any of the purposes enumerated in this section;

22 (j) to execute, acknowledge, and file any report or
 23 certificate required by law or governmental regulation;

24 (k) to prosecute, defend, submit to arbitration,
 25 settle, and propose or accept a compromise with respect to

1 any claim existing in favor of or against the principal
 2 based on or involving any bond, share, or commodity
 3 transaction or to intervene in any related action or
 4 proceeding;

5 (l) to hire, discharge, and compensate any attorney,
 6 accountant, expert witness, or other assistant when the
 7 attorney-in-fact considers that action to be desirable for
 8 the proper execution of any of the powers described in this
 9 section and for the keeping of needed records; and

10 (m) in general and in addition to all the specific acts
 11 listed in this section, to do any other acts with respect to
 12 any interest in any bond, share, other instrument of similar
 13 character, commodity interest, or instrument with respect to
 14 a commodity.

15 (2) All powers described in this section are
 16 exercisable equally with respect to any interest in any
 17 bond, share, instrument of similar character, commodity
 18 interest, or instrument with respect to a commodity owned by
 19 the principal at the giving of the power of attorney or
 20 acquired after that time, whether located in Montana or
 21 elsewhere.

22 NEW SECTION. **Section 5. Banking transactions.** (1) In a
 23 statutory short form power of attorney, the language
 24 conferring general authority with respect to banking
 25 transactions means that the principal authorizes the

1 attorney-in-fact:

2 (a) to continue, modify, and terminate any deposit
3 account or other banking arrangement made by or on behalf of
4 the principal prior to the execution of the power of
5 attorney;

6 (b) to open in the name of the principal alone or in a
7 way that clearly evidences the principal and
8 attorney-in-fact relationship a deposit account of any type
9 with any bank, trust company, savings and loan association,
10 credit union, thrift company, brokerage firm, or other
11 institution that serves as a depository for funds selected
12 by the attorney-in-fact; to hire safe deposit box or vault
13 space; and to make other contracts for the procuring of
14 other services made available by the banking institution as
15 the attorney-in-fact considers desirable;

16 (c) to make, sign, and deliver checks or drafts for any
17 purpose and to withdraw by check, order, or otherwise any
18 funds or property of the principal deposited with or left in
19 the custody of any banking institution, wherever located,
20 either before or after the execution of the power of
21 attorney;

22 (d) to prepare any necessary financial statements of
23 the assets and liabilities or income and expenses of the
24 principal for submission to any banking institution;

25 (e) to receive statements, vouchers, notices, or other

1 documents from any banking institution and to act with
2 respect to them;

3 (f) to enter at any time any safe deposit box or vault
4 that the principal could enter if personally present;

5 (g) to borrow money at any interest rate the
6 attorney-in-fact selects; to pledge as security any assets
7 of the principal the attorney-in-fact considers desirable or
8 necessary for borrowing; and to pay, renew, or extend the
9 time of payment of any debt of the principal;

10 (h) to make, assign, draw, endorse, discount,
11 guarantee, and negotiate all promissory notes, bills of
12 exchange, checks, drafts, or other negotiable or
13 nonnegotiable paper of the principal or payable to the
14 principal or the principal's order; to receive the cash or
15 other proceeds of any of those transactions; and to accept
16 any bill of exchange or draft drawn by any person upon the
17 principal and pay it when due;

18 (i) to receive for the principal and to deal in and to
19 deal with any sight draft, warehouse receipt, or other
20 negotiable or nonnegotiable instrument in which the
21 principal has or claims to have an interest;

22 (j) to apply for and to receive letters of credit from
23 any banking institution selected by the attorney-in-fact,
24 giving indemnity or other agreement in connection with the
25 letters of credit that the attorney-in-fact considers

1 desirable or necessary;

2 (k) to consent to an extension in the time of payment
3 with respect to any commercial paper or any banking
4 transaction in which the principal has an interest or by
5 which the principal is or might be affected in any way;

6 (l) to demand, receive, obtain by action, proceeding,
7 or otherwise any money or other thing of value to which the
8 principal is, may become, or may claim to be entitled as the
9 proceeds of any banking transaction and to reimburse the
10 attorney-in-fact for any expenditures properly made in the
11 execution of the powers conferred upon the attorney-in-fact
12 by the statutory short form power of attorney;

13 (m) to execute, acknowledge, and deliver any instrument
14 of any kind, in the name of the principal or otherwise, that
15 the attorney-in-fact considers useful for the accomplishment
16 of any of the purposes enumerated in this section;

17 (n) to prosecute, defend, submit to arbitration,
18 settle, and propose or accept a compromise with respect to
19 any claim existing in favor of or against the principal
20 based on or involving any banking transaction or to
21 intervene in any related action or proceeding;

22 (o) to hire, discharge, and compensate any attorney,
23 accountant, expert witness, or other assistant when the
24 attorney-in-fact considers that action to be desirable for
25 the proper execution of any of the powers described in this

1 section and for the keeping of needed records; and

2 (p) in general and in addition to all the specific acts
3 listed in this section, to do any other acts in connection
4 with any banking transaction that does or may in any way
5 affect the financial or other interests of the principal.

6 (2) All powers described in this section are
7 exercisable equally with respect to any banking transaction
8 engaged in by the principal at the giving of the power of
9 attorney or engaged in after that time, whether conducted in
10 Montana or elsewhere.

11 NEW SECTION. **Section 6. Business operating**
12 **transactions.** (1) In a statutory short form power of
13 attorney, the language conferring general authority with
14 respect to business operating transactions means that the
15 principal authorizes the attorney-in-fact:

16 (a) to discharge and perform any duty or liability and
17 also to exercise any right, power, privilege, or option that
18 the principal has or claims to have under any partnership
19 agreement whether the principal is a general or limited
20 partner; to enforce the terms of a partnership agreement for
21 the protection of the principal, by action, proceeding, or
22 otherwise, as the attorney-in-fact considers desirable or
23 necessary; and to defend, submit to arbitration, settle, or
24 compromise any action or other legal proceeding to which the
25 principal is a party because of membership in the

1 partnership;

2 (b) to exercise in person or by proxy or to enforce by
3 action, proceeding, or otherwise, any right, power,
4 privilege, or option that the principal has as the holder of
5 any bond, share, or other instrument of similar character
6 and to defend, submit to arbitration, settle, or compromise
7 any action or other legal proceeding to which the principal
8 is a party because of a bond, share, or other instrument of
9 similar character;

10 (c) with respect to any business enterprise that is
11 owned solely by the principal:

12 (i) to continue, modify, renegotiate, extend, and
13 terminate any contractual arrangements made with any person,
14 entity, firm, association, or corporation by or on behalf of
15 the principal with respect to the business enterprise prior
16 to the granting of the power of attorney;

17 (ii) to determine the policy of the business enterprise
18 as to the location of the site or sites to be used for its
19 operation; the nature and extent of the business to be
20 undertaken by it; the methods of manufacturing, selling,
21 merchandising, financing, accounting, and advertising to be
22 employed in its operation; the amount and types of insurance
23 to be carried; the mode of securing, compensating, and
24 dealing with accountants, attorneys, servants, and other
25 agents and employees required for its operation; and to

1 agree and to contract in any manner, with any person, and on
2 any terms that the attorney-in-fact considers desirable or
3 necessary for effectuating any or all of the decisions of
4 the attorney-in-fact as to policy and to perform, rescind,
5 reform, release, or modify the agreement or contract or any
6 other similar agreement or contract made by or on behalf of
7 the principal;

8 (iii) to change the name or form of organization under
9 which the business enterprise is operated and to enter into
10 a partnership agreement with other persons or to organize a
11 corporation to take over the operation of the business or
12 any part of the business, as the attorney-in-fact considers
13 desirable or necessary; and

14 (iv) to demand and receive all money that is or may
15 become due to the principal or that may be claimed by or for
16 the principal in the operation of the business enterprise;
17 to control and disburse the funds in the operation of the
18 enterprise in any way that the attorney-in-fact considers
19 desirable or necessary, and to engage in any banking
20 transactions that the attorney-in-fact considers desirable
21 or necessary for effectuating the execution of any of the
22 powers of the attorney-in-fact described in this subsection
23 (1)(c);

24 (d) to prepare, sign, file, and deliver all reports,
25 compilations of information, returns, or other papers with

1 respect to any business operating transaction of the
2 principal that are required by any governmental agency,
3 department, or instrumentality or that the attorney-in-fact
4 considers desirable or necessary for any purpose and to make
5 any related payments;

6 (e) to pay, compromise, or contest taxes or assessments
7 and to do any act or acts that the attorney-in-fact
8 considers desirable or necessary to protect the principal
9 from illegal or unnecessary taxation, fines, penalties, or
10 assessments in connection with the principal's business
11 operations, including power to attempt to recover, in any
12 manner permitted by law, sums paid before or after the
13 execution of the power of attorney as taxes, fines,
14 penalties, or assessments;

15 (f) to demand, receive, or obtain by action,
16 proceeding, or otherwise any money or other thing of value
17 to which the principal is, may become, or may claim to be
18 entitled as the proceeds of any business operation of the
19 principal; to conserve, invest, disburse, or use anything so
20 received for purposes enumerated in this section; and to
21 reimburse the attorney-in-fact for any expenditures properly
22 made by the attorney-in-fact in the execution of the powers
23 conferred upon the attorney-in-fact by the statutory short
24 form power of attorney;

25 (g) to execute, acknowledge, seal, and deliver any

1 deed, assignment, mortgage, lease, notice, consent,
2 agreement, authorization, check, or other instrument that
3 the attorney-in-fact considers useful for the accomplishment
4 of any of the purposes enumerated in this section;

5 (h) to prosecute, defend, submit to arbitration,
6 settle, and propose or accept a compromise with respect to
7 any claim existing in favor of or against the principal
8 based on or involving any business operating transaction or
9 to intervene in any related action or proceeding;

10 (i) to hire, discharge, and compensate any attorney,
11 accountant, expert witness, or other assistant when the
12 attorney-in-fact considers that action to be desirable for
13 the proper execution by the attorney-in-fact of any of the
14 powers described in this section and for the keeping of
15 needed records; and

16 (j) in general and in addition to all the specific acts
17 listed in this section, to do any other act that the
18 attorney-in-fact considers desirable or necessary for the
19 furtherance or protection of the interests of the principal
20 in any business.

21 (2) All powers described in this section are
22 exercisable equally with respect to any business in which
23 the principal is interested at the time of giving of the
24 power of attorney or in which the principal becomes
25 interested after that time, whether operated in Montana or

1 elsewhere.

2 **NEW SECTION. Section 7. Insurance transactions.** (1) In
3 a statutory short form power of attorney, the language
4 conferring general authority with respect to insurance
5 transactions means that the principal authorizes the
6 attorney-in-fact:

7 (a) to continue, pay the premium or assessment on,
8 modify, rescind, release, or terminate any contract of life,
9 accident, health, or disability insurance or any contract
10 for the provision of health care services or any combination
11 of these contracts procured by or on behalf of the principal
12 prior to the granting of the power of attorney that insures
13 either the principal or any other person, without regard to
14 whether the principal is or is not a beneficiary under the
15 contract;

16 (b) to procure new, different, or additional contracts
17 of life, accident, health, or disability insurance for the
18 principal or contracts for provision of health care services
19 for the principal; to select the amount, the type of
20 insurance, and the mode of payment under each contract; to
21 pay the premium or assessment on, modify, rescind, release,
22 or terminate any contract procured by the attorney-in-fact;
23 and to designate the beneficiary of the contract, provided,
24 however, that the attorney-in-fact may not be named a
25 beneficiary, except if permitted under [section 8], the

1 attorney-in-fact may be named the beneficiary of death
2 benefit proceeds under an insurance contract or if the
3 attorney-in-fact was named as a beneficiary under the
4 contract that was procured by the principal prior to the
5 granting of the power of attorney, the attorney-in-fact may
6 continue to be named as the beneficiary under the contract
7 or under any extension or renewal of or substitute for the
8 contract;

9 (c) with respect to any contract of life, accident,
10 health, disability, or liability insurance as to which the
11 principal has or claims to have any one or more of the
12 powers described in this section, to apply for and receive
13 any available loan on the security of the contract of
14 insurance, whether for the payment of a premium or for the
15 procuring of cash, to surrender and then to receive the cash
16 surrender value, to exercise any election as to beneficiary
17 or mode of payment, to change the manner of paying premiums,
18 to change or convert the type of insurance contract, and to
19 change the beneficiary of the contract of insurance,
20 provided, however, that the attorney-in-fact may not be a
21 new beneficiary, except if permitted under [section 8], the
22 attorney-in-fact may be the beneficiary of death benefit
23 proceeds under an insurance contract or if the
24 attorney-in-fact was named as a beneficiary under the
25 contract that was procured by the principal prior to the

1 granting of the power of attorney, the attorney-in-fact may
2 continue to be named as the beneficiary under the contract
3 or under any extension or renewal of or substitute for the
4 contract;

5 (d) to demand, receive, or obtain by action,
6 proceeding, or otherwise any money, dividend, or other thing
7 of value to which the principal is, may become, or may claim
8 to be entitled as the proceeds of any contract of insurance
9 or of one or more of the transactions enumerated in this
10 section; to conserve, invest, disburse, or utilize anything
11 received for purposes enumerated in this section; and to
12 reimburse the attorney-in-fact for any expenditures properly
13 made by the attorney-in-fact in the execution of the powers
14 conferred on the attorney-in-fact by the statutory short
15 form power of attorney;

16 (e) to apply for and procure any available governmental
17 aid in the guaranteeing or paying of premiums of any
18 contract of insurance on the life of the principal;

19 (f) to sell, assign, hypothecate, borrow upon, or
20 pledge the interest of the principal in any contract of
21 insurance;

22 (g) to pay from any proceeds or otherwise, compromise,
23 contest, or to apply for refunds in connection with any tax
24 or assessment levied by a taxing authority with respect to
25 any contract of insurance or the proceeds of the refunds or

1 liability accruing by reason of the tax or assessment;

2 (h) to agree and contract, in any manner, with any
3 person, and on any terms that the attorney-in-fact selects,
4 for the accomplishment of any of the purposes enumerated in
5 this section and to perform, rescind, reform, release, or
6 modify the agreement or contract;

7 (i) to execute, acknowledge, seal, and deliver any
8 consent, demand, request, application, agreement, indemnity,
9 authorization, assignment, pledge, notice, check, receipt,
10 waiver, or other instrument that the attorney-in-fact
11 considers useful for the accomplishment of any of the
12 purposes enumerated in this section;

13 (j) to continue, procure, pay the premium or assessment
14 on, modify, rescind, release, terminate, or otherwise deal
15 with any contract of insurance, other than those enumerated
16 in subsection (1)(a) or (1)(b), whether fire, marine,
17 burglary, compensation, liability, hurricane, casualty, or
18 other type, or any combination of insurance or to do any act
19 or acts with respect to the contract or with respect to its
20 proceeds or enforcement that the attorney-in-fact considers
21 desirable or necessary for the promotion or protection of
22 the interests of the principal;

23 (k) to prosecute, defend, submit to arbitration,
24 settle, and propose or accept a compromise with respect to
25 any claim existing in favor of or against the principal

1 based on or involving any insurance transaction or to
2 intervene in any related action or proceeding;

3 (1) to hire, discharge, and compensate any attorney,
4 accountant, expert witness, or other assistant when the
5 attorney-in-fact considers the action to be desirable for
6 the proper execution by the attorney-in-fact of any of the
7 powers described in this section and for the keeping of
8 needed records; and

9 (m) in general and in addition to all the specific acts
10 listed in this section, to do any other acts in connection
11 with procuring, supervising, managing, modifying, enforcing,
12 and terminating contracts of insurance or for the provisions
13 of health care services in which the principal is the
14 insured or is otherwise in any way interested.

15 (2) All powers described in this section are
16 exercisable with respect to any contract of insurance or for
17 the provision of health care service in which the principal
18 is in any way interested, whether made in Montana or
19 elsewhere.

20 NEW SECTION. Section 8. Beneficiary transactions. (1)
21 In the statutory short form power of attorney, the language
22 conferring general authority with respect to beneficiary
23 transactions means that the principal authorizes the
24 attorney-in-fact:

25 (a) to represent and act for the principal in all ways

1 and in all matters affecting any trust, probate estate,
2 guardianship, conservatorship, escrow, custodianship, or
3 other fund out of which the principal is entitled or claims
4 to be entitled as a beneficiary to some share or payment,
5 including but not limited to the following:

6 (i) to accept, reject, disclaim, receive, receipt for,
7 sell, assign, release, pledge, exchange, or consent to a
8 reduction in or modification of any share in or payment from
9 the fund;

10 (ii) to demand or obtain by action, proceeding, or
11 otherwise any money or other thing of value to which the
12 principal is, may become, or may claim to be entitled by
13 reason of the fund; to initiate, participate in, and oppose
14 any proceeding, judicial, or otherwise, for the
15 ascertainment of the meaning, validity, or effect of any
16 deed, declaration of trust, or other transaction affecting
17 in any way the interest of the principal; to initiate,
18 participate in, and oppose any proceeding, judicial or
19 otherwise, for the removal, substitution, or surcharge of a
20 fiduciary; to conserve, invest, disburse, or use anything
21 received for purposes listed in this section; and to
22 reimburse the attorney-in-fact for any expenditures properly
23 made by the attorney-in-fact in the execution of the powers
24 conferred on the attorney-in-fact by the statutory short
25 form power of attorney;

(iii) to prepare, sign, file, and deliver all reports, compilations of information, returns, or papers with respect to any interest had or claimed by or on behalf of the principal in the fund; to pay, compromise, contest, or apply for and receive refunds in connection with any tax or assessment, with respect to any interest had or claimed by or on behalf of the principal in the fund or with respect to any property in which an interest is had or claimed;

(iv) to agree and contract in any manner, with any person, and on any terms the attorney-in-fact selects, for the accomplishment of the purposes listed in this section and to perform, rescind, reform, release, or modify the agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

(v) to execute, acknowledge, verify, seal, file, and deliver any deed, assignment, mortgage, lease, consent, designation, pleading, notice, demand, election, conveyance, release, assignment, check, pledge, waiver, admission of service, notice of appearance, or other instrument that the attorney-in-fact considers useful for the accomplishment of any of the purposes enumerated in this section;

(vi) to submit to arbitration, settle, and propose or accept a compromise with respect to any controversy or claim that affects the administration of the fund, in any one of which the principal has or claims to have an interest and to

do any and all acts that the attorney-in-fact considers to be desirable or necessary in effectuating the compromise;

(vii) to hire, discharge, and compensate any attorney, accountant, expert witness, or other assistant when the attorney-in-fact considers that action to be desirable for the proper execution by the attorney-in-fact of any of the powers described in this section and for the keeping of needed records;

(viii) to transfer any part or all of any interest that the principal may have in any interests in real estate, stocks, bonds, bank accounts, insurance, and any other assets of any kind and nature to the trustee of any revocable trust created by the principal as grantor.

(b) in general and in addition to all the specific acts listed in this section, to do any other acts with respect to the administration of a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund in which the principal has or claims to have an interest as a beneficiary.

(2) For the purposes of subsection (1), "fund" means any trust, probate estate, guardianship, conservatorship, escrow, custodianship, or any other fund in which the principal has or claims to have an interest.

(3) All powers described in this section are exercisable equally with respect to the administration or

1 disposition of any trust, probate estate, guardianship,
2 conservatorship, escrow, custodianship, or other fund in
3 which the principal is interested at the giving of the power
4 of attorney or becomes interested after that time as a
5 beneficiary, whether located in Montana or elsewhere.

6 NEW SECTION. **Section 9.** Gift transactions. (1) In the
7 statutory short form power of attorney, the language
8 conferring general authority with respect to gift
9 transactions means that the principal authorizes the
10 attorney-in-fact:

11 (a) to make gifts to organizations, whether charitable
12 or otherwise, to which the principal has made gifts and to
13 satisfy pledges made to organizations by the principal;

14 (b) to make gifts on behalf of the principal to the
15 principal's spouse, children, and other descendants or the
16 spouse of any child or other descendant, either outright or
17 in trust, for purposes that the attorney-in-fact considers
18 to be in the best interest of the principal, specifically
19 including minimization of income, estate, inheritance, or
20 gift taxes, provided that the attorney-in-fact or anyone the
21 attorney-in-fact has a legal obligation to support may not
22 be the recipient of any gifts in any 1 calendar year that,
23 in the aggregate, exceed \$10,000 in value to each recipient;

24 (c) to prepare, execute, consent to on behalf of the
25 principal, and file any return, report, declaration, or

1 other document required by the laws of the United States,
2 any state or subdivision of a state, or any foreign
3 government that the attorney-in-fact considers to be
4 desirable or necessary with respect to any gift made under
5 the authority of this section;

6 (d) to execute, acknowledge, seal, and deliver any
7 deed, assignment, agreement, authorization, check, or other
8 instrument that the attorney-in-fact considers useful for
9 the accomplishment of any of the purposes enumerated in this
10 section;

11 (e) to prosecute, defend, submit to arbitration,
12 settle, and propose or accept a compromise with respect to
13 any claim existing in favor of or against the principal
14 based on or involving any gift transaction or to intervene
15 in any related action or proceeding;

16 (f) to hire, discharge, and compensate any attorney,
17 accountant, expert witness, or other assistant when the
18 attorney-in-fact considers that action to be desirable for
19 the proper execution by the attorney-in-fact of any of the
20 powers described in this section and for the keeping of
21 needed records; and

22 (g) in general and in addition to but not in
23 contravention of all the specific acts listed in this
24 section, to do any other acts that the attorney-in-fact
25 considers desirable or necessary to complete any gift on

1 behalf of the principal.

2 (2) All powers described in this section are
3 exercisable equally with respect to a gift of any property
4 in which the principal is interested at the giving of the
5 power of attorney or becomes interested after that time,
6 whether located in Montana or elsewhere.

7 NEW SECTION. **Section 10. Fiduciary transactions.** (1)

8 In a statutory short form power of attorney, the language
9 conferring general authority with respect to fiduciary
10 transactions means that the principal authorizes the agent:

11 (a) to apply for and procure, in the name of the
12 principal, letters of administration, letters testamentary,
13 letters of guardianship or conservatorship, or any other
14 type of authority, either judicial or administrative and to
15 act as a fiduciary of any sort;

16 (b) to represent and act for the principal in all ways
17 and in all matters affecting any fund with respect to which
18 the principal is a fiduciary;

19 (c) to initiate, participate in, and oppose any
20 proceeding, judicial or otherwise, for the removal,
21 substitution, or surcharge of a fiduciary; to conserve,
22 invest, or disburse anything received for the purposes of
23 the fund for which it is received; and to reimburse the
24 attorney-in-fact for any expenditures properly made by the
25 attorney-in-fact in the execution of the powers conferred on

1 the attorney-in-fact by the statutory short form power of
2 attorney;

3 (d) to agree and contract, in any manner, with any
4 person, and on any terms that the attorney-in-fact selects,
5 for the accomplishment of the purposes enumerated in this
6 section and to perform, rescind, reform, release, or modify
7 the agreement or contract or any other similar agreement or
8 contract made by or on behalf of the principal;

9 (e) to execute, acknowledge, verify, seal, file, and
10 deliver any consent, designation, pleading, notice, demand,
11 election, conveyance, release, assignment, check, pledge,
12 waiver, admission of service, notice of appearance, or other
13 instrument that the attorney-in-fact considers useful for
14 the accomplishment of any of the purposes enumerated in this
15 section;

16 (f) to hire, discharge, and compensate any attorney,
17 accountant, expert witness, or other assistant when the
18 attorney-in-fact considers that action to be desirable for
19 the proper execution by the attorney-in-fact of any of the
20 powers described in this section and for the keeping of
21 needed records; and

22 (g) in general and in addition to all the specific acts
23 listed in this section, to do any other acts with respect to
24 a fund of which the principal is a fiduciary.

25 (2) For the purposes of subsection (1), "fund" means

1 any trust, probate estate, guardianship, conservatorship,
2 escrow, custodianship, or any other fund in which the
3 principal has or claims to have an interest as a fiduciary.

4 (3) All powers described in this section are
5 exercisable equally with respect to any fund of which the
6 principal is a fiduciary to the giving of the power of
7 attorney or becomes a fiduciary after that time, whether
8 located in Montana or elsewhere.

9 NEW SECTION. Section 11. Claims and litigation. (1) In
10 a statutory short form power of attorney, the language
11 conferring general authority with respect to claims and
12 litigation means that the principal authorizes the
13 attorney-in-fact:

14 (a) to assert and prosecute before any court,
15 administrative board, department, commissioner, or other
16 tribunal any cause of action, claim, counterclaim, offset,
17 or defense, that the principal has or claims to have against
18 any individual, partnership, association, corporation,
19 government, or other person or instrumentality, including,
20 by way of illustration and not of restriction, power to sue
21 for the recovery of land or of any other thing of value, for
22 the recovery of damages sustained by the principal in any
23 manner, for the elimination or modification of tax
24 liability, for an injunction, for specific performance, or
25 for any other relief;

1 (b) to bring an action of interpleader or other action
2 to determine adverse claims, to intervene or interplead in
3 any action or proceeding, and to act in any litigation as
4 amicus curiae;

5 (c) in connection with any action or proceeding or
6 controversy at law or otherwise, to apply for and, if
7 possible, procure a libel judgment, an attachment, a
8 garnishment, an order of arrest, or other preliminary,
9 provisional, or intermediate relief and to resort to and to
10 utilize in all ways permitted by law any available procedure
11 for the effectuation or satisfaction of the judgment, order,
12 or decree obtained;

13 (d) in connection with any action or proceeding, at law
14 or otherwise, to perform any act that the principal might
15 perform, including, by way of illustration and not of
16 restriction, acceptance of tender, offer of judgment,
17 admission of any facts, submission of any controversy on an
18 agreed statement of facts, and consent to examination before
19 trial and generally to bind the principal in the conduct of
20 any litigation or controversy as seems desirable to the
21 attorney-in-fact;

22 (e) to submit to arbitration, settle, and propose or
23 accept a compromise with respect to any claim existing in
24 favor of or against the principal or any litigation to which
25 the principal is, may become, or may be designated a party;

1 (f) to waive the issuance and service of a summons,
 2 citation, or other process upon the principal, to accept
 3 service of process, to appear for the principal, to
 4 designate persons upon whom process directed to the
 5 principal may be served, to execute and file or deliver
 6 stipulations on the principal's behalf, to verify pleadings,
 7 to appeal to appellate tribunals, to procure and give surety
 8 and indemnity bonds at the times and to the extent the
 9 attorney-in-fact considers desirable or necessary, to
 10 contract and pay for the preparation and printing of records
 11 and briefs, or to receive and execute and file or deliver
 12 any consent, waiver, release, confession of judgment,
 13 satisfaction of judgment, notice, agreement, or other
 14 instrument that the attorney-in-fact considers desirable or
 15 necessary in connection with the prosecution, settlement, or
 16 defense of any claim by or against the principal or of any
 17 litigation to which the principal is, may become, or may be
 18 designated a party;

19 (g) to appear for, represent, and act for the principal
 20 with respect to bankruptcy or insolvency proceedings,
 21 whether voluntary or involuntary, whether of the principal
 22 or of some other person, with respect to any reorganization
 23 proceeding or with respect to any receivership or
 24 application for the appointment of a receiver or trustee
 25 that in any way affects any interest of the principal in any

1 real property, bond, share, commodity interest, tangible
 2 personal property, or other thing of value;

3 (h) to hire, discharge, and compensate any attorney,
 4 accountant, expert witness, or other assistant when the
 5 attorney-in-fact considers that action to be desirable for
 6 the proper execution of any of the powers described in this
 7 section;

8 (i) to pay, from funds in the control of the
 9 attorney-in-fact or for the account of the principal, any
 10 judgment against the principal or any settlement that may be
 11 made in connection with any transaction enumerated in this
 12 section, to receive and conserve any money or other things
 13 of value paid in settlement of or as proceeds of one or more
 14 of the transactions enumerated in this section, and to
 15 receive, endorse, and deposit checks; and

16 (j) in general and in addition to all the specific acts
 17 listed in this section, to do any other acts in connection
 18 with any claim by or against the principal or with
 19 litigation to which the principal is, may become, or may be
 20 designated a party.

21 (2) All powers described in this section are
 22 exercisable equally with respect to any claim or litigation
 23 existing at the giving of the power of attorney or arising
 24 after that time, whether arising in Montana or elsewhere.

25 NEW SECTION. Section 12. Family maintenance. (1) In a

1 statutory short form power of attorney, the language
2 conferring general authority with respect to family
3 maintenance means that the principal authorizes the
4 attorney-in-fact:

5 (a) to do all acts necessary for maintaining the
6 customary standard of living of the spouse, children, and
7 other dependents, including, by way of illustration and not
8 of restriction, power to provide living quarters by
9 purchase, lease, or other contract or by payment of the
10 operating costs, including interest, amortization payments,
11 repairs, and taxes of premises owned by the principal and
12 occupied by the principal's family or dependents; to provide
13 normal domestic help for the operation of the household; to
14 provide usual vacations and usual travel expenses; to
15 provide usual educational facilities; and to provide funds
16 for all the current living costs of the spouse, children,
17 and other dependents, including, among other things,
18 shelter, clothing, food, and incidentals;

19 (b) to pay for necessary medical, dental, and surgical
20 care, hospitalization, and custodial care for the spouse,
21 children, and other dependents of the principal;

22 (c) to continue whatever provision has been made by the
23 principal, either prior to or after the execution of the
24 power of attorney, for the principal's spouse, children, and
25 other dependents with respect to automobiles or other means

1 of transportation, including, by way of illustration but not
2 of restriction, power to license, insure, and replace any
3 automobiles owned by the principal and customarily used by
4 the spouse, children, or other dependents;

5 (d) to continue whatever charge accounts have been
6 operated by the principal prior to the execution of the
7 power of attorney or after execution of the power of
8 attorney for the convenience of the principal's spouse,
9 children, or other dependents; to open new accounts the
10 attorney-in-fact considers to be desirable for the
11 accomplishment of any of the purposes enumerated in this
12 section; and to pay the items charged on those accounts by
13 any person authorized or permitted by the principal to make
14 charges prior to the execution of the power of attorney;

15 (e) to continue payments incidental to the membership
16 or affiliation of the principal in any church, club,
17 society, order, or other organization or to continue
18 contributions to those organizations;

19 (f) to demand, receive, or obtain by action,
20 proceeding, or otherwise any money or other thing of value
21 to which the principal is, may become, or may claim to be
22 entitled to as salary, wages, commission, or other
23 remuneration for services performed, as a dividend or
24 distribution upon any stock, or as interest or principal
25 upon any indebtedness or any periodic distribution of

1 profits from any partnership or business in which the
2 principal has or claims an interest and to endorse, collect,
3 or otherwise realize upon any instrument for the payment
4 received;

5 (g) to use any asset of the principal for the
6 performance of the powers enumerated in this section,
7 including, by way of illustration and not of restriction,
8 power to draw money by check or otherwise from any bank
9 deposit of the principal; to sell any interest in real
10 property, bonds, shares, commodity interests, tangible
11 personal property, or other assets of the principal; and to
12 borrow money and pledge as security for a loan, any asset,
13 including insurance, that belongs to the principal;

14 (h) to execute, acknowledge, verify, seal, file, and
15 deliver any application, consent, petition, notice, release,
16 waiver, agreement, or other instrument that the
17 attorney-in-fact considers useful for the accomplishment of
18 any of the purposes enumerated in this section;

19 (i) to hire, discharge, and compensate any attorney,
20 accountant, or other assistant when the attorney-in-fact
21 considers that action to be desirable for the proper
22 execution by any of the powers described in this section and
23 for the keeping of needed records; and

24 (j) in general and in addition to all the specific acts
25 listed in this section, to do any other acts for the welfare

1 of the spouse, children, or other dependents or for the
2 preservation and maintenance of the other personal
3 relationships of the principal to parents, relatives,
4 friends, and organizations as are appropriate.

5 (2) All powers described in this section are
6 exercisable equally whether the acts required for their
7 execution relate to real or personal property owned by the
8 principal at the giving of the power of attorney or acquired
9 after that time, whether those acts are performable in
10 Montana or elsewhere.

11 NEW SECTION. Section 13. Benefits from military
12 service. (1) In a statutory short form power of attorney,
13 the language conferring general authority with respect to
14 benefits from military service means that the principal
15 authorizes the attorney-in-fact:

16 (a) to execute vouchers in the name of the principal
17 for any and all allowances and reimbursements payable by the
18 United States or by any state or subdivision of a state to
19 the principal, including, by way of illustration and not of
20 restriction, all allowances and reimbursements for
21 transportation of the principal and of the principal's
22 dependents and for shipment of household effects, and to
23 receive, endorse, and collect the proceeds of any check
24 payable to the order of the principal drawn on the treasurer
25 or other fiscal officer or depository of the United States

1 or of any state or subdivision of a state;

2 (b) to take possession and order the removal and
3 shipment of any property of the principal from any post,
4 warehouse, depot, dock, or other place of storage or
5 safekeeping, either governmental or private, and to execute
6 and deliver any release, voucher, receipt, bill of lading,
7 shipping ticket, certificate, or other instrument that the
8 attorney-in-fact considers desirable or necessary for that
9 purpose;

10 (c) to prepare, file, and prosecute the claim of the
11 principal to any benefit or assistance, financial or
12 otherwise, to which the principal is or claims to be
13 entitled under the provisions of any statute or regulation
14 existing at the execution of the power of attorney or
15 enacted after that time by the United States, by any state
16 or subdivision of a state, or by any foreign government,
17 which benefit or assistance arises from or is based upon
18 military service performed prior to or after the execution
19 of the power of attorney by the principal or by any person
20 related by blood or marriage to the principal, and to
21 execute any receipt or other instrument that the
22 attorney-in-fact considers desirable or necessary for the
23 enforcement or for the collection of that claim;

24 (d) to receive the financial proceeds of any claim of
25 the type described in this section; to conserve, invest,

1 disburse, or use anything so received for purposes
2 enumerated in this section; and to reimburse the
3 attorney-in-fact for any expenditures properly made in the
4 execution of the powers conferred on the attorney-in-fact by
5 the statutory short form power of attorney;

6 (e) to prosecute, defend, submit to arbitration,
7 settle, and propose or accept a compromise with respect to
8 any claim existing in favor of or against the principal
9 based on or involving any benefits from military service or
10 to intervene in any related action or proceeding;

11 (f) to hire, discharge, and compensate any attorney,
12 accountant, expert witness, or other assistant when the
13 attorney-in-fact considers that action to be desirable for
14 the proper execution by the attorney-in-fact of any of the
15 powers described in this section; and

16 (g) in general and in addition to all the specific acts
17 listed in this section, to do any other acts that the
18 attorney-in-fact considers desirable or necessary to assure
19 to the principal and to the dependents of the principal the
20 maximum possible benefit from the military service performed
21 prior to or after the execution of the power of attorney by
22 the principal or by any person related by blood or marriage
23 to the principal.

24 (2) All powers described in this section are
25 exercisable equally with respect to any benefits from

1 military service existing at the giving of the power of
2 attorney or accruing after that time, whether accruing in
3 Montana or elsewhere.

4 NEW SECTION. Section 14. Records, reports, and
5 statements. (1) In a statutory short form power of attorney,
6 the language conferring general authority with respect to
7 records, reports, and statements means that the principal
8 authorizes the attorney-in-fact:

9 (a) to keep records of all cash received and disbursed
10 for or on account of the principal, of all credits and
11 debits to the account of the principal, and of all
12 transactions affecting in any way the assets and liabilities
13 of the principal;

14 (b) to prepare, execute, and file all tax and tax
15 information returns, for all periods, required by the laws
16 of the United States, any state or subdivision of a state,
17 or any foreign government; to prepare, execute, and file all
18 other tax-related documents for all tax periods, including
19 requests for extension of time, offers, waivers, consents,
20 powers of attorney, closing agreements, and petitions to any
21 tax court regarding tax matters; and to prepare, execute,
22 and file all other instruments that the attorney-in-fact
23 considers desirable or necessary for the safeguarding of the
24 principal against excessive or illegal taxation or against
25 penalties imposed for claimed violation of any law or other

1 governmental regulation, it being the intent of this
2 provision that it is sufficiently definite to permit the
3 attorney-in-fact to represent the principal respecting all
4 taxes that the principal has paid and all tax returns that
5 the principal has filed, either personally or through an
6 agent, with the internal revenue service or any other agency
7 of the United States government, any state department of
8 revenue, any political subdivision of a state, and any
9 foreign country or political subdivision of a foreign
10 country;

11 (c) to prepare, execute, and file any return, report,
12 declaration, or other document required by the laws of the
13 United States, any state or subdivision of a state, or any
14 foreign government, including, by way of illustration but
15 not of restriction, any report or declaration required by
16 the social security administration, the commissioner of jobs
17 and training, or other similar governmental agency that the
18 attorney-in-fact considers to be desirable or necessary for
19 the safeguarding or maintenance of the principal's interest;

20 (d) to prepare, execute, and file any record, report,
21 or statement that the attorney-in-fact considers desirable
22 or necessary for the safeguarding or maintenance of the
23 principal's interest with respect to price, rent, wage, or
24 rationing control or other governmental activity;

25 (e) to hire, discharge, and compensate any attorney,

1 accountant, or other assistant when the attorney-in-fact
2 considers that action to be desirable for the proper
3 execution by the attorney-in-fact of any of the powers
4 described in this section; and

5 (f) in general and in addition to all the specific acts
6 listed in this section, to do any other acts in connection
7 with the preparation, execution, filing, storage, or other
8 use of any records, reports, or statements of or concerning
9 the principal's affairs.

10 (2) All powers described in this section are
11 exercisable equally with respect to any records, reports, or
12 statements of or concerning the affairs of the principal
13 existing at the giving of the power of attorney or arising
14 after that time, whether arising in Montana or elsewhere.

15 NEW SECTION. **Section 15.** All other matters. In a
16 statutory short form power of attorney, the language
17 conferring general authority with respect to all other
18 matters means that the principal authorizes the
19 attorney-in-fact to act as an alter ego of the principal
20 with respect to any and all possible matters and affairs
21 affecting property owned by the principal that are not
22 enumerated in [sections 2 through 14] and that the principal
23 can do through an agent.

24 NEW SECTION. **Section 16.** Modification to statutory
25 short form power of attorney. A power of attorney that

1 satisfies the requirements of [section 1(1)] is not
2 prevented from being a statutory short form power of
3 attorney by the fact that:

4 (1) it creates a nondurable power of attorney instead
5 of a durable power of attorney;

6 (2) it provides for one or more named successors to the
7 attorney-in-fact originally named;

8 (3) it provides that the attorney-in-fact shall render
9 an accounting to the principal or other designated person;
10 or

11 (4) it provides for an effective date or expiration
12 date, or both.

13 NEW SECTION. **Section 17.** Effective date. [This act] is
14 effective on passage and approval.

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